COUNTY OF LOS ANGELES
Public Health

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June 09, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO AMEND EIGHT HUMAN IMMUNODEFICIENCY VIRUS/ACQUIRED IMMUNE DEFICIENCY SYNDROME AGREEMENTS AND TO ACCEPT THREE NOTICES OF COOPERATIVE AGREEMENT FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to amend seven Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome Agreements to extend the terms at status quo funding levels, amend the Wells House Hospice Foundation Agreement to revise the Scope of Work, and accept three grant awards from the Centers for Disease Control and Prevention.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute amendments substantially similar to (Exhibit I), to six Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) agreements for Case Management/ Home-Based (CM/HB) services as noted on Attachment A, to extend the terms at status quo funding levels, effective July 1, 2010 through June 30, 2011 with a maximum obligation of $3,105,367, fully offset by HIV/AIDS California State Department of Public Health (CDPH) Office of AIDS (OA) Single Allocation Method (SAM) Care funds.

2. Approve and instruct the Director of DPH, or his designee, to execute an amendment substantially similar to Exhibit II with Charles R. Drew University (Drew) for HIV/AIDS Early

Intervention Program (EIP) as noted on Attachment A, to extend the term at generally similar funding levels, effective July 1, 2010 through June 30, 2012 for a total maximum obligation of $400,000, 100 percent offset by CDPH-OA SAM Care funds.

3. Delegate authority to the Director of DPH, or his designee, to execute amendments to the six CM/HB and one EIP agreements to extend the term for an additional 12 months at status quo or generally similar funding levels, rollover unspent funds, and/or to increase or decrease funding up to 25 percent of each year's annual maximum obligation, subject to review and approval by County Counsel and the Chief Executive Office (CEO) and notification to your Board.

4. Authorize the Director of DPH, or his designee, to execute an amendment substantially similar to Exhibit III with Wells House Hospice Foundation (WHHF) for the provision of residential hospice and skilled nursing facility services, to eliminate specific DPH work requirements regarding certification for billing purposes as a skilled nursing facility in accordance with Medicare and Medi-Cal regulations, upon Board approval through June 30, 2011.

5. Approve and instruct the Director of DPH, or his designee, to accept and execute Notices of Cooperative Agreement (NCA) Number 2U62PS923479-06, dated December 21, 2009, (Exhibit IV); NCA Number 2U62PS923479-06 Revised, dated March 8, 2010, (Exhibit V); and NCA Number 2U62PS923479-06 Revised, dated March 29, 2010, (Exhibit VI), from the Centers for Disease Control and Prevention (CDC) to support DPH's Office of AIDS Programs and Policy (OAPP) HIV Prevention Projects for the period of January 1, 2010 through December 31, 2010, in the total amount of $12,600,172.

6. Delegate authority to the Director of DPH, or his designee, to accept and execute future NCAs and any respective amendments with substantially similar terms for calendar years (CYs) 2010 through 2014 that extend the term, rollover unspent funds, and/or increase or decrease funding by no more than 25 percent of the total annual amount to support DPH OAPP's HIV Prevention Projects subject to review and approval by County Counsel and CEO and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the seven amendments will allow DPH to extend the term of six CM/HB service agreements through June 30, 2011 and one EIP agreement with Drew through June 30, 2012, utilizing CDPH-OA SAM Care funds to continue cost-effective home-based HIV/AIDS case management services and life-saving early intervention services for populations most at-risk for not receiving timely HIV care designed to interrupt the progress of HIV disease.

Extending the six CM/HB service agreements will allow for the continued use of an interdisciplinary team approach to CM whereby each client is assigned both a nurse case manager and a social work case manager. Continued funding at the level of the September 15, 2009 adjustment to maximum obligations enables providers to withstand significant lost revenue resulting from direct State funding reductions (over $3 million in 2009) as well as reductions in Medi-Cal reimbursement rates. As noted above, the six CM/HB agreements identified in DPH's September 10, 2009, Board memo are being extended through June 30, 2011, as they are currently set to expire on June 30, 2010. Although the agreement with Minority AIDS Project was identified as expiring on June 30, 2011 in a September 10, 2009, Board memo, this was an oversight.

Extending the Drew EIP agreement will allow for the continued provision of services designed to prolong the health and productivity of HIV-positive persons and prevent the transmission of HIV. Due to over $1.0 million in State budget reductions, the two EIP agreements (Drew and Prototypes) had to be amended and were done so via the Board action of September 15, 2009. Drew EIP was restructured to work closely with the OASIS Medical Clinic, part of the Martin Luther King, Jr. Multi-Ambulatory Care Center to provide medical services for its clients. This allowed EIP clients to still receive EIP services but in an ambulatory outpatient medical setting. Your Board's approval of the extension of this agreement allows the continuation of EIP services despite the deep budget cut by the State. As mentioned above, the agreement with Drew is being extended at a generally similar funding level to the existing term. The difference, as noted in Attachment A relates to a reduction of $1,441 in AIDS Drug Assistance Program funding. In addition to the Drew EIP agreement, the September 15, 2009, Board action also amended the Prototypes EIP agreement. On September 29, 2009, Prototypes notified OAPP it would cease operations, effective September 30, 2009, due to a lack of funds. For this reason, this proposed Board action seeks to only amend the Drew EIP agreement.

Authorization to extend the above agreements at status quo or generally similar funding levels for an additional 12 months and/or to increase or decrease funds under delegated authority will allow immediate response by DPH to any future State funding changes. In addition, agreement provisions will allow DPH to reallocate funding between providers based upon on-going analysis of service utilization and grant expenditures to ensure that grant funds are maximized and clients continue to receive much-needed services.

The WHHF Agreement is being amended to reflect a temporary waiver of specific DPH-imposed skilled nursing billing requirements that ensure County funds are the payers of last resort, while WHHF waits for pending Medi-Cal certification to be eligible to bill for its skilled nursing services. This will allow WHHF to continue to provide these critical services; however, it will shift the cost from Medi-Cal to the County until the final Medi-Cal determination is made. Pending a final Medi-Cal determination, the facility will continue to operate as a legally certified skilled nursing facility. Because these services are critically needed and WHHF has yet to obtain final Medi-Cal certification, without this amendment and the reimbursement of WHHF's services with County funds, WHHF may have been forced to turn away patients, as these services may have gone unreimbursed.

Acceptance of the NCA awards as well as future awards and/or amendments will allow DPH's OAPP to continue countywide HIV Prevention Projects, as approved by your Board on June 16, 2009 and September 29, 2009, providing for vitally needed direct services such as HIV education and prevention, HIV counseling and testing, HIV surveillance, and HIV intervention for individuals living with HIV or at risk for the transmission of HIV. In addition, funding is provided for administrative costs at approximately eight percent of the total grant award.

Though OAPP intended to request your Board's authorization to accept these funds earlier, staffing shortages and a sizable workload prohibited OAPP from coming to your Board before this time.

Implementation of Strategic Plan Goals

The recommended Board actions support Goal 3, Community Services, and Goal 4, Health and Mental Health, of the County Strategic Plan, by supporting community-based HIV/AIDS services and programs for Los Angeles County residents.

FISCAL IMPACT/FINANCING

The total cost for the seven amendments is $3,505,367 comprised of $3,105,367 for the CM/HB agreements for the period of July 1, 2010 through June 30, 2011 and $400,000 for the Drew EIP agreement, for the period of July 1, 2010 through June 30, 2012, 100 percent offset by CDPH-OA SAM Care funds.

The total program cost for HIV Prevention Projects for CY 2010 is $12,600,172, 100 percent funded by CDC NCA 2U62PS923479-06 Revised, March 29, 2010.

Funding is included in DPH's fiscal year 2010-11 Proposed Budget and will be requested in future fiscal years, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CM/HB

The program is designed to address each client's complex HIV/AIDS care needs and provides services that are not available through other funding sources. HIV/AIDS CM/HB-related services provide home and community-based care for persons with HIV/AIDS including, but not limited to: 1) client intake assessment; 2) comprehensive assessment of each clients' physical, psychosocial, environmental, financial, and functional status; 3) development, implementation, and monitoring of an individual service plan; 4) coordination of the provision of home attendant care and homemaker services; and 5) periodic reassessments of each client's status and needs.

On June 30, 2009 your Board approved amendments extending the term of these agreements through June 30, 2010. On September 15, 2009, your Board approved amendments using allocated SAM Care funds to augment six CM/HB providers. These numbers are based on current caseload and consider each provider's Medi-Cal Waiver funding. The provider amounts were augmented to partially compensate for the loss of direct State funding and the potential loss in Medi-Cal reimbursement revenue, due to rate cuts by the State.

OAPP has an ambitious solicitation schedule during 2010. Two solicitations are being brought to completion, three have been released, and an additional six are planned to be released. Of the six to be released in 2010, CM/HB is one of them and is currently targeted for release in the latter half of 2010.

EIP

EIP is a coordinated, interdisciplinary approach in establishing and maintaining HIV care with regular assessments and ongoing services in the following areas: medical, transmission risk reduction, psychosocial, health and treatment education, and CM. It is designed to prolong the health and productivity of HIV-positive persons.

On June 30, 2009, your Board approved amendments to Drew and Prototypes to extend the term of the agreements through June 30, 2010. However, on September 15, 2009, further amendments

were approved to cut funds from Drew and Prototypes due to the direct State funding cuts. Using funds provided under the SAM Care award for 2009, DPH's OAPP backfilled each program with $200,000. On September 29, 2009, Prototypes notified OAPP it would cease operations, effective September 30, 2009, due to a lack of funds.

These agreements have been continuously extended over the years by DPH, without the release of a request for proposals (RFP), because the local EIP program was under the State's EIP umbrella. Since the inception of the program, the State has provided guidance, technical assistance, and program oversight. DPH was interested in issuing an RFP to identify and select new providers locally; however, OAPP wanted to align its efforts with CDPH. Due to the State budget crisis, CDPH eliminated the EIP program from its oversight and was unable to provide funding. Therefore, the coordinated RFP discussion with CDPH was terminated.

DPH recognizes the significant impact that the EIP program has on client adherence to medical appointments and staying in care and is committed to retaining the EIP program structure. DPH plans to solicit EIP services through a medical care coordination model in the fall of 2010.

Residential Hospice and Skilled Nursing Facility

The County's support of hospice/skilled nursing services allows the delivery of end-stage intensive nursing or palliative care in a far more cost-effective manner than in a County hospital setting and ensures the dignified treatment of County residents with no other option for care.

On February 21, 2006, your Board delegated authority to the Department of Health Services (now DPH) to execute an agreement with WHHF for HIV/AIDS residential hospice and residential skilled nursing facility services, effective March 1, 2006 through June 30, 2008.

On December 11, 2007, your Board approved Amendment Number 1 with WHHF to increase the maximum obligation and to extend the term of the agreement through June 30, 2009. On February 24, 2009, your Board delegated authority to DPH to execute an amendment with WHHF to extend the term of the agreement through February 28, 2011.

Hospice/skilled nursing services are scheduled to be solicited by late summer or early fall of 2010 and new contracts should be executed prior to the expiration of this contract.

CDC Award

On April 20, 2004, your Board authorized the Director of Health Services (now DPH), or his designee, to accept NCA Number U62CCC923479-01 from the CDC in the amount of $3,368,818 for the period of January 1, 2004 through December 31, 2004, and delegated authority to accept future NCAs for CYs 2005 through 2008.

On March 3, 2009, your Board authorized the Director of DPH, or his designee, to accept NCA Number 3U62PS923479-05W1 from the CDC in the amount of $3,150,043 for the period of January 1, 2009 through December 31, 2009, and delegated authority to accept the remainder of the 2009 award.

County Counsel has approved Exhibits I, II, III, IV,V and VI as to form.

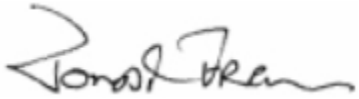
Attachment A provides additional contract information. Attachment B is the Grant Management

Statement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will allow critical countywide HIV/AIDS CM/HB, HIV EIP and HIV Prevention Project services to continue uninterrupted.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:mjp:im

Attachments (8)

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Exhibit I

Contract No. H-204620-15

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CASE MANAGEMENT, HOME-BASED SERVICES AGREEMENT

Amendment Number 15

THIS AMENDMENT is made and entered into this _____ day of _____, 2010,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	AIDS PROJECT LOS ANGELES (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) CASE MANAGEMENT, HOME-BASED SERVICES AGREEMENT", dated May 16, 1995 and further identified as Agreement Number H-204620, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on July 1, 2010.

2. Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on May 16, 1995 and continue in full force and effect through July 1, 2010 through June 30, 2011 subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit Q, attached hereto and incorporated herein by reference."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph Q, shall be amended to read as follows:

"Q. During the period of July 1, 2010 through June 30, 2011, the maximum obligation of County for all services provided hereunder shall not exceed _____ ($_____). Such maximum obligation is comprised entirely of California Department of Public Health State Office of AIDS Single Allocation Method (SAM) Care funds.

This sum represents the total maximum obligation of County as shown in Schedule _____, attached hereto and incorporated herein by reference."

7. Paragraph 16, COMPENSATION, shall be amended to read as follows:

"16. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule _____ and in the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS, attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

24. Exhibit Q, SCOPE OF WORK FOR HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES is attached hereto and incorporated herein by reference.

25. Schedule _____, BUDGET FOR HIV/AIDS CASE MANAGEMENT HOME-BASED SERVICES is attached hereto and incorporated herein by reference.

26. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

AIDS PROJECT LOS ANGELES
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grant

EXHIBIT Q

AIDS PROJECT LOS ANGELES

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CASE MANAGEMENT, HOME-BASED SERVICES**

1. DESCRIPTION: HIV/AIDS Case Management, Home-Based services are client-centered case management and social work activities that focus on care for persons living with HIV/AIDS (PLWHA) who are functionally impaired and require intensive home and/or community-based services. These services are conducted by qualified Registered Nurse Case Managers (RNCM) and Master's level Social Workers Case Managers (SWCM) who facilitate optimal health outcomes through advocacy, liaison, and collaboration. HIV/AIDS Case Management, Home-Based services include, but are not limited to the following activities:

A. Intake and Comprehensive Assessment of client's:

(1) Psychological;

(2) Physical;

(3) Environmental;

(4) Financial;

(5) Functional status.

B. Development, implementation, and monitoring of an individual service plan;

Coordination of the provision of home attendant care and homemaker services;

C. Periodic reassessments of the client's status and needs.

2. PERSONS TO BE SERVED: HIV/AIDS case management, Home-Based services shall be provided to functionally impaired persons with HIV/AIDS residing within Los Angeles County.

3. PARTICIPATION IN THE STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, AIDS MEDI-CAL WAIVER PROGRAM: Contractor shall maintain participation in the State of California, Department of Public Health (CDPH) – AIDS Medi-Cal Waiver Program for the entire term of this Agreement. Additionally, Contractor shall abide by and comply with the requirements, standards, protocols, and procedures established by the CDPH–Office of AIDS (OA) Case Management Program (CMP) as they now exist or shall exist at any future time during the term of this Agreement.

4. COUNTY'S MAXIMUM OBLIGATION: During the period of July 1, 2010 through June 30, 2011, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Case Management, Home-Based services shall not exceed _____Dollars ($_____).

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedule _____. Contractor and/or its subcontractor shall be reimbursed for attendant care and homemaker services at no more than the State approved reimbursement rates as they currently exist or as they are modified by the State. Payment for services provided hereunder shall be subject to the provisions set forth in the BILLING AND PAYMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residency in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to clients who live at or below one hundred percent (100%) of the Federal poverty level and who have the greatest need for Case Management, Home-Based services.

B. Clients who live above one hundred percent (100%) of the federal poverty level may also be eligible for services. This is dependent upon the threshold for eligibility as determined by the annual priority and allocation decisions.

C. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.

7. SERVICE DELIVERY SITES: Contractor's facilities where services are to be provided hereunder are located at: 3550 Wilshire Boulevard, Suite 300, Los Angeles, California, 90010.

8. SERVICES TO BE PROVIDED: During each period of this Agreement, Contractor shall provide HIV/AIDS Case Management, Home-Based services to eligible clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, CMP protocol, the Los Angeles County Commission on

HIV (COH) CASE MANAGEMENT, HOME-BASED STANDARDS of Care, and the terms of this agreement. Services to be provided shall include, but shall not be limited to:

A. Contractor shall promote the availability of case management services for persons with HIV/AIDS among HIV testing sites, HIV/AIDS primary health care providers, and other support services organizations.

B. Client Intake and Comprehensive Assessment:

(1) Client intake determines if a person is eligible to register as a case management client. If the person is registered as a case management client, a client record shall be initiated to include demographic data, emergency and/or next of kin contact information, and eligibility documentation.

Client intake shall consist of the following required documentation prior to service provision and shall be maintained within the client record:

(a) Written documentation of HIV/AIDS diagnosis;

(b) Proof of County of Los Angeles residency;

(c) Verification of client's financial eligibility for services, date if intake;

(d) Client's name, home address, mailing address, and telephone number;

(e) Emergency and/or next of kin contact name, home address, and telephone number;

(f) A signed and dated Release of Information updated annually (a new form must be initiated if there is a need for communication with an individual not listed in/on the current Release of Information);

(g) A signed and dated Limits of Confidentiality in compliance with State and federal law;

(h) A signed and dated Consent to Receive Case Management, Home-Based services;

(i) A signed and dated Client Rights and Responsibilities;

(j) A signed and dated Grievance Procedures.

(2) Comprehensive assessment is a cooperative and interactive face-to-face interview process. The assessment shall be initiated within five (5) working days of the referral and shall be appropriate for age, gender, cultural and linguistic factors. The comprehensive assessment shall include, but not be limited to the following:

(a) Medical Status: Information about the client's physical condition establishing the diagnosis and/or any other medical problems. The Nurse Case Manager (NCM), in conjunction with the Social Work Case Manager (SWCM), shall complete the Cognitive and Functional Ability (CFA) score and symptoms related to HIV Disease, HIV Disease treatment, or AIDS. Contractor shall obtain a certificate of eligibility from the appropriate medical providers

verifying the diagnosis and confirming that he/she is responsible for the ongoing supervision of the client's HIV/AIDS care; including basic HIV/AIDS and Tuberculosis information. The certificate of eligibility form must be received within forty-five (45) days of enrollment.

(b) Initial Nursing Assessment: The NCM shall assess the impact of illness on the client in order to establish eligibility and identify the need for services. The NCM shall conduct the initial nursing assessment within fifteen (15) days prior to enrollment. A nutritional assessment must also be included to evaluate the client's current and usual weight, food preferences, and health habits that may be actual or a potential problem in achieving optimal nutrition. A summary of the findings and a plan that outlines the responsibilities of the NCM for the next sixty (60) days shall be included. Reassessments shall be conducted at least once every sixty (60) days.

(c) Initial Functional and Level of Care Assessments: The NCM shall assess each client's functional status. The CFA score shall be used for the functional assessment of adult clients. The NCM and SWCM must sign, initial, and date the CFA document.

(d) Psychosocial Assessment: The initial psychosocial assessment must be completed by the SWCM on or within fifteen

(15) days of enrollment. The assessment shall provide information about the client's social, emotional, behavioral, mental, spiritual, environmental status, family and support systems, client's coping strategies, strengths and weaknesses, and adjustments to illness. The SWCM shall determine the client's resources and needs in regards to food, housing, and transportation. A summary of findings and a plan outlining the responsibilities of the SWCM for the next sixty (60) days shall be included. Reassessments shall be conducted at least once every sixty (60) days.

(e) Financial Assessment: The financial assessment shall address sources of income as well as expenditures, including housing, utilities, food, transportation, medical, clothing, entertainment, tobacco/alcohol, and other expenses. Reassessments shall be conducted at least once every sixty (60) days.

(f) Resource Evaluation: A full benefits screening shall be conducted. This screening shall address benefits and/or entitlements the client may be receiving or is potentially eligible for. These benefits include private insurance, Medicare, Medi-Cal, Medi-Cal Managed Care, and AIDS Drug Assistance Program. Reassessments shall be conducted at least once every sixty (60) days.

(g) Home Environment Assessment: An assessment of the client's home environment shall be conducted by the NCM or the SWCM. The assessment shall address the structural integrity of the home, the availability of adequate heating and cooling system, electricity, gas, hot or cold running water, food storage, preparation facilities, basic furnishing, cleanliness, presence of hazard, functional plumbing, telephone services, laundry facilities, and care of pets (if any). The home environment assessment shall be performed in the client's home within thirty (30) days of enrollment. Reassessments shall be conducted annually from the date of enrollment or if/when the client moves to another residence.

(h) Risk Assessment and Mitigation: The comprehensive assessment shall include any history of abuse, neglect, or exploitation. Reassessments shall be conducted at least once every sixty (60) days.

C. Individual Service Plan: Both the NCM and SWCM shall be responsible for the development of the Individual Service Plan (ISP) for each client. The ISP, in conjunction with the client or client's representative, shall be developed within seven (7) days of enrollment. ISPs shall be based on the comprehensive assessment and reassessment information and shall be updated on an ongoing basis, but not less than once every sixty (60) days. There shall be documentation that the client's attending physician or primary care practitioner has been notified

of the contents of the initial ISP. Supportive documentation shall be maintained within the client record. ISPs shall include, but not be limited to the following elements:

(1) Long-Term Goals: One or more brief statements describing the primary reason(s) and purpose for the client's enrollment into case management services.

(2) Identified Problems/Needs: Statement indicating the client's problem and/or need identified within the comprehensive assessment and reassessment.

(3) Goals/Objectives: Identified goals and objectives shall include desired outcome.

(4) Services and Interventions: A brief description of the services the client is receiving, or will receive, which address the identified problem and/or need and whose aim is to meet the stated goals and objectives. It shall include the service, type of provider, the start date, the frequency, quantity, and duration of the service, the payment source, and signature of the case manager authorizing or documenting the service (e.g., attendant care, Home Health Agency (HHA), hours per day, times per week, for number of months and the case manager’s signature).

D. Implementation and Evaluation of Individual Service Plan: There shall be ongoing contact and interventions with or on behalf of the client to ensure that goals are addressed and are working toward improving the client's health,

restoring health maintenance and/or restoring health status. There shall be current dated and signed progress notes, detailing activities related to implementing and evaluating changes in the client's health condition. A review and evaluation of all components of the service plan may be documented during the Interdisciplinary Team Case Conference (IDTCC) with evidence of both nurse and social work review. Documentation shall be maintained within the client's record.

E. Attendant Care Services: The HHA or Home Care Organization (HCO) subcontracted to provide skilled nursing or attendant care services shall prepare a Nursing Plan of Care including but not limited to:

(1) Diagnosis;

(2) Assessment of needed care;

(3) Interventions;

(4) Goals;

(5) Evaluations.

The plan of care plan shall be provided to the Contractor for inclusion in the client's record. The subcontractor shall implement the Nursing Plan of Care, providing supervision to their unlicensed staff, provide feedback to the Core Case Management team, and participate in monthly case conferences.

Attendant care services shall be provided under the direct supervision of a licensed nurse and provide the following services as necessary:

(1) Change bed and linen as necessary;

(2) Monitor and record vital signs;

(3) Assist with prescribed exercises which the client and attendant have been taught to perform by appropriate health professional personnel;

(4) Assist clients in and out of bed and with ambulation;

(5) Assist clients to the bathroom and/or bedpan use;

(6) Assist with ordinarily self-administered medications that have been specifically ordered by a physician;

(7) Perform light housekeeping chores to maintain a clean and healthy environment;

(8) Change dressings and bandages;

(9) Plans, shops, and prepares nutritious meals as well as feeding a client when necessary;

(10) Accompany clients to medical appointments;

(11) Report changes in client's condition and needs;

(12) Assist clients with personal care (bathing, grooming, oral hygiene, skin care, dressing, etc.) and comfort measures;

(13) Maintain clinical notes in accordance with client care plan.

F. Homemaker Services: Under the direct supervision of a licensed nurse, homemaker services shall be provided to clients who require intensive Home and/or Community-Based services. Homemaker services consist of general household activities. Services shall include, but not be limited to:

(1) Sweeping;

(2) Vacuuming;

(3) Washing and waxing floors;

(4) Washing kitchen counters and sinks;

(5) Cleaning the oven and stove;

(6) Cleaning and defrosting the refrigerator;

(7) Cleaning the bathroom;

(8) Taking out the garbage;

(9) dusting and picking up;

(10) Changing bed linen; meal preparation and clean;

(11) Laundry, ironing, folding and putting away laundry;

(12) Shopping and errands, storing food and supplies;

(13) Accompanying clients to medical appointments

(14) Boiling and storing tap water, and other services as necessary to allow clients to continue to live independently. The NCM shall determine the total number of hours needed.

G. Referral and Coordination of Care: Contractor shall demonstrate active collaboration with other agencies to provide referrals to the full spectrum of HIV-related services. NCMs and SWCMs shall maintain knowledge of local, State and federal services available. A comprehensive list shall be maintained of target providers, including but not limited to: HIV Los Angeles (LA).

H. Interdisciplinary Team Case Conferences: An IDTCC shall be held at least once every sixty (60) days for each client. The IDTCC consist of those

individuals that participate in the process of assessing the multi-service need of clients, planning for the provision of services to meet those needs and evaluating the effectiveness and the ongoing need for interventions as identified in the ISP. At a minimum, the client and/or his/her legal representative, the NCM and the SWCM shall be present during the case conferences. The NCM and SWCM shall address and discuss any changes in the client's status and the length of time case managers anticipate the client remaining in the program.

Appropriate documentation shall be maintained in the client record including the names, licenses and/or degrees and titles of all participants, relevant information discussed, and whether client or legal representative had input into the conference

I. Case Closure: Case closure is a systematic process for disenrolling clients from active case management. The process includes formally notifying clients of pending case closure at least ten (10) days prior to the date of disenrollment or decrease/discontinuation of services. The letter shall detail the reason client is being disenrolled or services are being decreased. All attempts to contact the client and notifications about case closure shall be documented in the client record. Documentation shall include:

(1) Date and signature of NCM and/or SWCM;

(2) Date of disenrollment;

(3) Status of the service plan;

(4) Status of primary health care and support service utilization;

(5) Referrals provided; and

(6) Reason for disenrollment.

J. Contractor shall provide _____hours of attendant care services to _____ (____) clients, and s_____ (___) hours of homemaker services to ____ (___) clients who have expended all State of California, Department of Public Health AIDS Medi-Cal Waiver benefits, and those who are under-insured/non-insured, and those with no other benefits available.

K. Contractor shall ensure that each full-time equivalent (FTE) NCM and SWCM maintain a caseload of thirty (30) to forty-five (45) clients. NCMs and SWCMs may have different numbers of clients; however, the case load must fall within the allocated range. These may be duplicated clients, not different clients for each case manager.

9. STAFF REQUIREMENTS:

E. Nurse Case Manager Qualifications: The NCM shall be licensed by the State of California in good standing and has two years of experience as a Registered Nurse (RN) with at least one year in community nursing. It is desirable, but not mandatory that the RN Case Manager has obtained a Bachelor of Science degree in Nursing (BSN), and has a Public Health Nurse certificate (PHN).

F. Social Work Case Manager Qualifications: Social workers providing case management shall minimally possess a Master's Degree in Social Work,

Counseling, Psychology or related degree from an accredited social work program.

10. SUBCONTRACTING FOR HOME HEALTH CARE SERVICES: Contractor shall subcontract with a sufficient number of Home Health Agencies (HHA) or Home Care Organizations (HCO) to provide attendant and homemaker services. Contractor shall allow the client or legal representative to choose from at least three (3) providers for each service when possible, based on the availability of participating service providers in a given geographical area. Further, subcontracts for attendant and homemaker services shall be in accordance with the SUBCONTRACTING Paragraph of the most recent ADDITIONAL PROVISIONS.

Contractor shall submit for review and approval to OAPP Director the subcontractor agreements for services at least thirty (30) days prior to implementation with the HHA or HCO.

11. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the most recent ADDITIONAL PROVISIONS. Contractor shall submit the following report(s):

E. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING data for services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to the Office of AIDS Programs and Policy,

600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division.

F. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

G. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

H. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

12. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize report, importing efficiency of billing, support program evaluation process, and to provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.

13. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached in the original agreement and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

14. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

15. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well

as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to Los Angeles County's Department of Public Health, Office of AIDS Programs and Policy, Clinical Enhancement Services Division.

16. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit L, “People With HIV/AIDS Bill of Rights and Responsibilities” (“Bill of Rights”) document aforementioned agreement and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all provider sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor’s own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

17. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services

provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

C. Focus on linkages to care and support services;

D. Track client perception of their health and effectiveness of the service received;

E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

18. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS **care** services (if agency has both care and prevention contracts). Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by OAPP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components.

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency, (quarterly, at minimum), and required documentation (e.g., minutes, agenda, sign-in sheet, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three clinical and/performance indicators, two of which shall be selected from a list of OAPP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the OAPP approved list of QM indicators. The OAPP approved QM indicator list is attached.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audits, interviews, surveys, etc.), and

implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies – QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievances at the level closest to the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care

issues identified. The information shall be made available to OAPP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/ or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury;

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and OAPP immediately following the occurrence of such event. Information provided shall include the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

19 QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components

A. Details of the QM plan (QM Objective, QM Committee, and QM Approach Selection);

B. Implementation of QM Program;

C. Client Feedback Process

D. Client Grievance Process;

E. Incident Reporting.

20 CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE _____

AIDS PROJECT LOS ANGELES

HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES

	Budget Period July 1, 2010 through June 30, 2011
Salaries	$0
Employee Benefits	$0
Travel	$0
Equipment	$0
Supplies	$0
Other	$0
Consultants/Subcontracts	$0
Indirect Cost*	$0
TOTAL PROGRAM BUDGET	$0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

AIDS PROJECT LOS ANGELES

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

1 Agency Name: AIDS Project Los Angeles

2 Executive Director: Craig E. Thompson

3 Address of Service Delivery Site: 3550 Wilshire Boulevard, Suite 300

Los Angeles California 90010

4 In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley	_____ Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ Six: South Los Angeles
_____ Seven: East Los Angeles	_____ Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina	_____ Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky	_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich	

6 Based on the number of resident days to be provided at this site, what percentage of your allocation is designated to this site? ___%

SERVICE DELIVERY SITE QUESTIONNAIRE

AIDS PROJECT LOS ANGELES

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Enter number of Services Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	**Attendant Care**		**Homemaker Services**	
Service Unit	Number of Clients	Hours	Number of Clients	Hours
TOTAL				

Exhibit II

Contract No. H-208499

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
EARLY INTERVENTION PROGRAM SERVICES AGREEMENT

Amendment Number 14

THIS AMENDMENT is made and entered into this _____ day of _____, 2010,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and CHARLES R. DREW UNIVERSITY OF MEDICAL AND SCIENCE (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) EARLY INTERVENTION PROGRAM SERVICES AGREEMENT", dated June 17, 1997, and further identified as Agreement No. H-208499, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on July 1, 2010.

2. Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on June 17, 1997 and continue in full force and effect July 1, 2010 through June 30, 2012, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit P, attached hereto and incorporated herein by reference."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs N and O, shall added and amended to read as follows:

"N. During the period of July 1, 2010 through June 30, 2011, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars ($_____). Such maximum obligation is comprised entirely of California Department of Public Health Single Allocation Method (SAM) Care funds.

O. During the period of July 1, 2011 through June 30, 2012, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars ($_____). Such maximum obligation is

comprised entirely of California Department of Public Health Office of AIDS SAM Care funds.

This sum represents the total maximum obligation of County as shown in Schedules _____, attached hereto and incorporated herein by reference.

7. Paragraph 6, COMPENSATION, shall be re-designated Paragraph 7 and amended to read as follows:

"7. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net costs as set forth in Schedules _____ and the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

18. Exhibit P FOR HIV/AIDS EARLY INTERVENTION PROGRAM SERVICES, is/are attached to this Amendment and incorporated in Agreement by reference.

19. Schedules _____ BUDGETS FOR HIV/AIDS EARLY INTERVENTION PROGRAM SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

20. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and

Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. MPH
Director and Health Officer

CHARLES R. DREW UNIVERSITY OF MEDICAL AND SCIENCE
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grants

EXHIBIT P

CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
EARLY INTERVENTION PROGRAM SERVICES

1. DEFINITIONS:

A. The HIV/AIDS Early Intervention Program (EIP) offers culturally and linguistically appropriate services for racial and ethnic minorities with HIV and their "at-risk" partners and family members. Services include a strong outreach component to engage those who have never been in care or have fallen out of care and supporting clients who are newly infected with HIV or recently entering treatment using a team approach that integrates mental health, health education, case management, medical and risk reduction services in the HIV continuum of care. The purpose of EIP is to increase access to and retention in care, achieved through outreach, removal of barriers to care, individual service plans, referral and follow-up. EIP services will be provided by licensed primary health and mental health care professionals with the following objectives : (a) to develop and implement outreach plans modeled after the California State “Bridge Program”; (b) to enhance linkages from prevention to care through an integration of EIP and HIV counseling and testing programs, including utilization of electronic referrals from diagnosis to enrollment in care; (c) to develop and implement individual service plans that address primary health care issues; (d) to identify and document barriers to accessing

care and removal of those barriers for clients; and (e) to link HIV positive persons of color who are being released from the criminal justice system to primary medical care through integration of the EIP and transitional case management program.

B. "Major Assessment" is the major, comprehensive visit, or series of visits, to the Early Intervention Program which takes place a minimum of every six (6) months for each client. At a minimum, it includes a health assessment with appropriate laboratory tests, a psychosocial assessment, health education assessment, HIV transmission risk assessment, and case management which include a needs assessment. Additional services and referrals may take place between major assessments, as determined by the needs of the client.

C. "Health Assessment" consists of an evaluation of the EIP client's health status and health care needs through a medical history, physical examination, laboratory evaluation, and medical eligibility determination by a clinician.

D. "Mental Health/Psychosocial Services" include: psychosocial assessments at regular intervals; development of an individualized treatment plan; individual, group, couple and/or family counseling; and crisis intervention. Short-term or sustained therapeutic interventions provided by mental health professionals for patients/clients experiencing acute and/or ongoing psychological distress may be included. These services are usually provided on a regularly scheduled basis with arrangements made for non-scheduled visits during times of increased stress or crisis.

E. "HIV Transmission Risk Reduction Services" include an assessment of HIV transmission risk behaviors at regular intervals. Based on the assessment, clients may be provided with education, risk reduction strategies, or appropriate interventions such as substance abuse treatment.

F. "HIV/AIDS Case Management Services" are client-centered services that link persons who have HIV disease or AIDS with health care and psychosocial services in a manner that ensures continuity of care through timely, coordinated access to appropriate level of care and support services.

2. PERSONS TO BE SERVED: HIV/AIDS EIP services shall be targeted to HIV-infected racial and ethnic minorities from underserved communities in Los Angeles County and in accordance with Attachment 1 "Service Delivery Site Questionnaire" attached here to and incorporated herein by reference. The HIV/AIDS EIP may also provide services to the "at-risk" partners and family members of clients, regardless of their HIV status, which include, but shall not be limited to: confirmatory testing, health education, HIV transmission risk reduction and prevention, short-term family or couples counseling, and linkages to pediatric services for the children of clients.

3. COUNTY'S MAXIMUM OBLIGATION: During the period of July 1, 2010 through June 30, 2011, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Early Intervention Program services shall not exceed _____ Dollars ($_____).

During the period of July 1, 2011 through June 30, 2012, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Early

Intervention Program services shall not exceed

_____ Dollars ($_____).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net costs as set forth in Schedules _____ and the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

5. PATIENT ELIGIBILITY: Persons who are eligible for HIV/AIDS EIP services shall have demonstrated HIV infection by a confirmed positive HIV antibody test. The client is eligible for these services if he/she is asymptomatic or has not demonstrated serious, ongoing symptoms related to an HIV-associated illness. Persons enrolled in the EIP who have transitioned to appropriate medical care outside of the EIP may remain in the program to receive non-medical services.

6. REIMBURSEMENT AND THIRD PARTY PAYORS: Contractor shall identify public and private payors of early intervention program services and make appropriate efforts to maximize reimbursements. The Individual’s EIP determines a client's financial eligibility and ability to pay for services, bills an insurer or third-party payor when appropriate, and utilizes a uniform sliding fee schedule to determine client's share-of-cost. HIV/AIDS EIP services shall not be denied due to an inability to pay for services.

Contractor shall place any income generated by services provided under this contract, accruing to or received by the Contractor, into an identifiable account. Contractor shall insure that all revenues generated are used exclusively for the

enhancement or augmentation of the EIP Program (i.e., to meet identified, agreed upon, EIP-related needs of the Contractor), or must be returned to the State. Contractor shall obtain prior written approval from OAPP, regarding the specified manner in which these funds are to be spent.

Contractor shall maintain adequate documentation of the receipt and use of such funds and shall provide written documentation to OAPP.

7. SERVICE DELIVERY SITE(S): Contractor's facility where HIV/AIDS EIP services will be provided hereunder is located at: 3209 North Alameda Street, Suite K, Compton, California 90222. Clients may be referred to other locations for services as per assessment results.

Contractor shall request approval from Office of AIDS Programs and Policy (OAPP) in writing a minimum of sixty (60) days before terminating services at this location and/or before commencing services at any other location(s).

8. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS EIP services that are culturally and linguistically appropriate to eligible clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, current medical and nursing practice in the field of HIV/AIDS, and the terms of this Agreement. Contractor shall follow California Department of Public Health's Office of AIDS (CDPH-OA)/Early Intervention Program (EIP) protocols, guidelines, and advisories incorporated herein by reference, for the major program components including, but not limited to: Administration, Case Management, Clinic Operations, Data Reporting, Health Assessment, Health Education, Medical Records, Mental Health, and

Reimbursement Schedule and Guidelines. Contractor shall provide services on site or, when appropriate, through referral to other organizations within the community. Contractor shall maintain a file of written Letters of Agreement(s) and/or Subcontract Agreement for the provision of all services provided through referral or on a contractual basis. Such written agreement(s) shall be sent to County's Department of Public Health, Office of AIDS Programs and Policy. HIV/AIDS EIP services provided through a subcontractor shall be reimbursed hereunder. Once the disease has progressed and medical services beyond the scope of the EIP are required, the client shall be referred to an appropriate medical provider. Once referred, the medical services will no longer be reimbursed through this contract. Non-medical EIP services may still be provided and reimbursed.

The Contractor shall focus on outreach efforts to underserved racial and ethnic minority populations in order to increase the number of clients utilizing the HIV/AIDS EIP. An outreach plan and all materials used for outreach activities and protocols shall be approved by OAPP. Contractor will render basic HIV/AIDS EIP services to a minimum of two hundred fifty (250) persons with HIV, and provide appropriate referrals and/or family support services to their children, and to their "at risk" partners and family members, as needed. A minimum of two hundred fifty (250) unduplicated clients must be served. Client services include, but shall not be limited to: medical monitoring, health education, mental health and psychosocial support, HIV transmission risk assessment and reduction, case management, and any appropriate referrals to other services needed by the client.

Clients may be evaluated and receive appropriate services as needed, but, at a minimum, they must be given a major assessment every six (6) months.

The HIV/AIDS EIP must include, at a minimum, six (6) core components:

A. Major Medical Assessment: Contractor shall conduct a minimum of _____ (___) major medical assessments. Provide comprehensive health assessments including medical, psychosocial, health education, transmission risk, case management and referral needs;

B. Transmission Risk Reduction Services: Contractor shall conduct a minimum of _____ (___) transmission risk reduction assessments. Provide comprehensive HIV transmission risk behaviors assessments;

C. Mental Health and Psychosocial Support Services: Contractor shall conduct a minimum of _____ (___) mental health psychosocial support assessments. Provide comprehensive psychosocial assessments;

D. Health Education: Contractor shall conduct a minimum of _____ (___) health education assessments. Provide comprehensive health education assessments;

E. Case Management Services: Contractor shall conduct a minimum of _____ (___) case management assessments. Provide comprehensive needs assessments, and

F. Outreach Services: Contractor shall conduct outreach services to a minimum of _____ (__) clients.

Services include:

(1) Medical Monitoring: Comprehensive medical evaluations and laboratory tests will be conducted at regular intervals to monitor HIV infection, and prophylactic therapies will be prescribed and monitored as appropriate. Services to be provided on site shall include, but are not limited to:

(a) A comprehensive medical and social history, identification of pertinent HIV disease signs and symptoms, and complete physical examination, including screening and evaluating patients for tuberculosis (TB) and syphilis infections. TB and syphilis screening shall be conducted in accordance with the procedures set forth in Exhibits B and C of this Agreement. Thereafter, syphilis screening shall be conducted as appropriate based on the patient's sexual history, and TB screening shall be conducted as indicated by contact history to TB or signs and symptoms of pulmonary disease;

(b) Screening of the CD4+ count to evaluate the immune system at six (6) month intervals. Such screening shall be performed more frequently as the CD4+ count goes below six hundred (600) or if there is a dramatic drop, regardless of the actual count;

(c) Venipuncture;

(d) Appropriate follow-up of laboratory results;

(e) For women clients, basic breast and gynecologic exams, including pap smears and the diagnosis and treatment of uncomplicated gynecologic infections and sexually transmitted diseases.

(2) Women of the reproductive age shall receive the following at initial visit and then every six months at a minimum:

(a) Contraceptive counseling;

(b) Discussion of risk associated with perinatal HIV transmission;

(c) Information about the availability of:

i) Antiretroviral therapy for treatment of HIV to prevent perinatal HIV transmission;

ii) Psycho-social support;

iii) HIV counseling and testing for other family members and social network/affiliates;

iv) HIV Specialized Care Center that provides family-centered care, including prenatal, obstetric, perinatal and pediatric services for women and their family members who test positive.

(3) Providers who have limited expertise in maternal-pediatric HIV care shall immediately consult with an HIV Specialized Perinatal Care Center for interim management and refer the HIV-infected pregnant

woman to a Center within her geographic area within four (4) weeks and/or by the end of first trimester of pregnancy.

(a) An HIV Specialized Perinatal Care Center shall include the following minimum requirements:

i) Fully developed therapeutic guidelines for antiretroviral therapy, prevention of perinatal transmission, and the prophylaxis and treatment of opportunistic infections that are updated, as new information is available;

ii) Family-Centered Care, integrated to include adult, pediatric and obstetric and gynecologic providers who can provide from primary to tertiary care for all aspects of HIV infection;

iii) A family-centered model of care including culturally competent and bilingual staff as needed;

iv) A case management model with a team of providers, to include: physicians, nurses, social workers, psychologists, dietitians, and other mental health providers and health care professionals as needed; the team develops a service plan for the continuum of care of each individual member of the family, as well as the family as a unit, including both psychosocial and medical aspects;

v) Extensive outreach with linkages between the Center and community resources including but not limited to linkages such as drug and alcohol treatment centers;

vi) Adult and Pediatric Infectious Disease physicians with expertise in HIV care who are available twenty four (24) hours a day for consultation and follow-up;

vii) Obstetricians with expertise in Maternal-Fetal Medicine and the care of HIV positive women, and gynecologists with knowledge of HIV-related gynecologic abnormalities;

viii) Pediatricians with expertise in treating children born to HIV positive women and HIV infected infants;

ix) Access to medical specialty consultations as needed;

x) Access to state-of-the-art HIV-specific laboratory testing, including HIV Ribonucleic Acid (RNA) monitoring, diagnostic testing and resistance testing;

xi) Providing a pharmacy with twenty-four (24) hour availability for antiretroviral agents necessary for HIV prophylaxis during pregnancy, in labor and at delivery and postpartum and to the neonate in the newborn nursery as

well as other medications necessary to treat acute HIV complications and opportunistic infections;

xii) A Level III nursery for all deliveries;

xiii) Fully-developed procedures for follow-up of complex patients, such as those with substance abuse, in the juvenile justice system, probation, or jails, and children and adolescents in foster care;

xiv) Expertise in the management and treatment of adolescents;

xv) Care Management, including expertise in biannual updating of the service plan that is done by the team of providers in close association with the family.

xvi) Access to the State AIDS Drug Assistance Program (ADAP);

xvii) Attention to treatment adherence, which may include adherence counseling and other supportive services to overcome barriers to adherence;

xviii) A Continuous Quality Improvement Program, to ensure that national guidelines for testing, counseling and treatment are followed;

xix) A continuing medical education and training program for staff, to update new information and guidelines for HIV.

(4) Transmission Risk Reduction: All clients shall be assessed for HIV transmission risk behaviors at regular intervals with risk reduction strategies, substance abuse counseling, and behavior change support as needed.

(5) Mental Health and Psychosocial Support: All clients shall receive psychosocial assessments at regular intervals. Clients shall also be offered the following mental health and psychosocial support services, as appropriate: individual, couples, family, and/or group psychotherapy. For any clients seen for short or long-term therapy, an individual treatment plan shall be developed and updated as necessary.

(6) Health Education: All clients will be offered HIV/AIDS and general health education with knowledge assessments at regular intervals. Risk assessment and behavior change strategies will be used to promote health maintenance. Other appropriate health topics including: risk of infection, safer sex methods, alternative therapies, substance misuse, and legal issues will be provided through group or individual health education sessions. All materials utilized must be submitted to OAPP for approval prior to use.

(7) Case Management: All clients will be offered needs assessments at regular intervals with individualized care plans, appropriate referrals, and linkages for future HIV/AIDS treatment and support services including, but shall not be limited to:

(a) Performing an assessment/evaluation of each client's strengths, needs, and resources as well as an assessment of physical, psychological, environmental, and financial status during intake procedure;

(b) Developing a service plan which includes client goals and methods of reaching these goals. This plan shall be developed in conjunction with the client. The plan shall be updated quarterly;

(c) Providing clients with appropriate referrals and resources as needed. Case manager shall advocate on the client's behalf to ensure accessibility to services. Case manager shall follow-up referrals and interventions to ascertain and ensure client's access to designated services;

(d) Contacting clients on a regular basis as defined by the needs of the client. Telephone or attempted telephone contacts shall be made at least twice a month. Face-to-face or attempted face-to-face contacts shall be made at least once per quarter;

(e) Serving as an advocate/counselor, particularly during times of crisis, exacerbation of symptoms, loss of other support, and during emotional and financial difficulty;

(f) Being available as a contact for questions and assisting clients with problem solving;

(g) Completing other activities such as: participating in conference case reviews; charting and completing other documentation; attending meetings and actively participating in a designated County-wide coordinated case management task force; providing/receiving clinical supervision; participating in trainings; and developing and revising, as needed, HIV/AIDS information and resources;

(h) Conducting and documenting case conferences for thirty percent (30%) of all cases (or one hundred percent (100%) for caseloads of thirty (30) or fewer) on a quarterly basis.

(i) Outreach Services: Develop and implement innovative outreach methods to access difficult-to-reach HIV-infected persons and facilitate their entry into the EIP and linkage with services. All the materials to be utilized for outreach shall be approved by OAPP.

(8) Contractor shall implement an outreach program and shall hire outreach staff. The outreach component is essential for the EIP, aiming to

link the minority HIV infected individuals who have never been in care, have dropped out of care, or are at risk for dropping out, to primary medical care, thereby improving health outcomes and the quality of life. The outreach program helps to decrease the time to treatment while increasing the number of HIV infected persons of color that are referred to and enrolled in comprehensive HIV prevention and treatment services as well as to re-engage those who are or have been enrolled in EIP, but are marginally engaged in care. Specific target populations include persons with HIV and “at risk “partners and family members. The outreach staff shall be an interface between community-based services and/or HIV test sites and HIV care/treatment services. The outreach staff attempts to re-engage EIP clients whose participation in prevention and treatment is marginal, and/or who may have been lost to treatment. While it is expected that any (if not most) clients will ultimately enroll in EIP, the outreach staff may assist clients in enrolling in care and treatment programs that best meet their particular needs. The outreach staff duties may include, but shall not be limited to:

(a) Outreach to these "hard to reach" and "under-served" populations who are often lost to prevention and treatment services at key points;

(b) Assessment of the client's readiness to move into more active engagement in EIP services, or if applicable, in other transmission prevention or care programs;

(c) Act as a treatment advocate once a client has entered treatment by assisting the client in understanding treatment options, supporting the client in making treatment decision, and working with the client on any barriers to remaining in treatment or in adhering to treatment regimens once a client has entered treatment;

(9) Contractor shall ensure that the Outreach Worker staff have significant experience in at least three of the following six areas:

(a) Street-based Outreach;

(b) HIV Counseling and Testing;

(c) Prevention Case Management;

(d) Psychotherapy or Counseling;

(e) Health Education;

(f) HIV-based Case Management.

(10) General qualifications include the ability to understand HIV transmission and prevention, HIV disease progressions, the basics of HIV medication and treatments (including issues of adherence), sexual behaviors, the dynamics of substance abuse and addiction, and behavior change theory and interventions. Equally important is the ability to

communicate and to educate clients with regards to managing these issues.

(11) Contractor shall also commit the outreach worker positions (s) to participate in ongoing staff training including, but not limited to, certification as an HIV treatment educator, and attendance at the annual EIP conference and other trainings offered or deemed necessary by the California department of Public Health (CDPH) - State Office of AIDS (OA).

(12) Contractor shall commit to full participation with the research component, including collecting and submitting data in an accurate and timely fashion.

9. EQUIPMENT PURCHASE: All equipment to be reimbursed by this agreement must be pre-approved by the OAPP. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. For the purchase of this agreement, Equipment is defined as an item with a unit cost of Five Hundred Dollars ($500) or more and a life expectancy of four (4) or more years.

10. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health, psychosocial, health education, risk behavior, and case management records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California

Code of Regulations on each individual patient. Such records include, but shall not be limited to: admission record, patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

A. Patient records shall include, but are not limited to:

(1) Documentation of HIV disease or AIDS diagnosis;

(2) Complete medical and social history;

(3) Completed physical examination and assessment signed by a licensed health care professional;

(4) Differential diagnosis;

(5) Current and appropriate treatment/management plan;

(6) Current problem list;

(7) Progress notes documenting patient status, condition, and response to interventions, procedures, medications; and

(8) Documentation of all contacts with client including date, time, services provided, referrals given, and signature and professional title of person providing services.

B. Collection and maintenance of pertinent data for any studies which may be conducted.

C. Letters of OAPP approval of all forms, tests, surveys, questionnaires, health education outlines, and any other materials utilized with this project.

11. POLICIES AND PROCEDURES: Contractor shall establish and have available for review by any authorized federal, State, or County representative the following:

A. Written policies, procedures, protocols, and standards related to client/patient care.

B. A client/patient records system which is systematically organized to provide a complete, accurate, correlated, and current file for each client/patient, including, but not limited to: health records, psychosocial status, health education, risk behaviors, case management notes, referral services, etc. Medical records shall be maintained in a centrally located area of the facility and in conformance with either California Code of Regulations (CCR), Title 22 or the Joint Commission regulations.

C. Written procedures which demonstrate coordination and facilitate transfer of client/patient care among other providers involved with HIV infected individuals.

D. Written procedures for direct or referral services of clients/patients to other providers of early intervention, emergency services, and inpatient care. Services provided through referral shall not be a charge to nor reimbursable hereunder except for the services identified as appropriate for referral in Paragraph 5, mammography and gynecological procedures.

12. ADDITIONAL STAFFING REQUIREMENTS: The HIV/AIDS EIP services shall be provided by licensed health care professionals with the requisite training in

HIV/AIDS. Management of the care and treatment of patients with HIV disease or AIDS shall be provided by a multidisciplinary team. The composition of such a team shall consist of a State of California licensed physician, other appropriate licensed health care providers, and a professional mental health provider.

Professional mental health providers shall be, at a minimum, a Master's of Social Work (MSW), a Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), Psychologist, or Psychiatrist.

The case manager(s) providing services shall be, at a minimum, a Master's of Social Work (MSW), Licensed Clinical Social Worker (LCSW), or Marriage and Family Therapist (MFT). Contractor shall submit to OAPP within forty-five (45) days of the execution of this Agreement its written case management staff training plan, including locations, dates, topics, and instructors.

The Contractor ensures compliance with the above staffing requirements unless variations have been reviewed and approved by OAPP. When variations have been reviewed and approved, staff shall be supervised by appropriate professional/licensed personnel. An unlicensed case manager shall be supervised by a staff member or consultant with experience in providing case management services and appropriate professional credentials including a Master's of Social Work (MSW), Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), master's degree in counseling, nursing degree with specialized case management training, or doctorate in a social services field.

13. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services. (See ADDITIONAL PROVISIONS Section for more detailed information).

14. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

15. DATA COLLECTION: Contractor shall utilize County's data management system to register client's demographic/resource data, enter service utilization data, medical and support service outcomes, record linkage/referrals to other service providers and/or systems of care and to enter data required to track clinical and performance indicators. County's system will standardize reporting, importing efficiency of billing, support program evaluation processes, and provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County.

16. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit D, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify

Contractor of any revision of these Guidelines, which shall become part of this Agreement.

17. TUBERCULOSIS CONTROL: Contractor shall adhere to Exhibit P, "Tuberculosis Exposure Control Plan for Medical Outpatient Facilities" as provided by the Los Angeles County Department of Public Health's Tuberculosis Control Program as referenced herein.

18. MEETING OR TRAININGS: Contractor shall make all EIP staff available to attend at least one (1) EIP conference, meeting, and/or training session as required by the OAPP.

19. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

20. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable

hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health, Office of AIDS Programs and Policy, Clinical Services Division.

21. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit Q "People With HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all services provider sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

22. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

C. Focus on linkages to care and support services;

D. Track client perception of their health and effectiveness of the service received;

E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

24. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care and prevention services (if agency has both care and prevention contracts). Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by OAPP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components.

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency, (quarterly, at

minimum), and required documentation (e.g., minutes, agenda, sign-in sheet, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three clinical and/performance indicators, two of which shall be selected from a list of OAPP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the OAPP approved list of QM indicators. The OAPP approved QM indicator list is attached.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audits, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies – QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievances at the level closest to the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to OAPP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws,

statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/ or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(i) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury;

(ii) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and OAPP immediately following the occurrence of such event. Information provided shall include the following:

i) Client's name, age, and sex;

ii) Date and nature of event;

iii) Disposition of the case;

iv) Staffing pattern at the time of the incident.

25. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

A. Details of the QM plan (QM Objective, QM Committee, and QM Approach Selection);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

E. Incident Reporting;

F. Random Chart Audit (if applicable).

26. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE ____

CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE

HIV/AIDS EARLY INTERVENTION PROGRAM SERVICES
EARLY INTERVENTION PROGRAM (EIP)

	Budget Period July 1, 2010 through June 30, 2011
Salaries	$ 0
Employee Benefits	$ 0
Operating Expenses	$ 0
Capital Costs	$ 0
Other Costs	$ 0
Indirect Cost	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE ____

CHARLES R. DREW UNIVERSITY MEDICINE/SCIENCE

HIV/AIDS EARLY INTERVENTION PROGRAM SERVICES
BRIDGE PROJECT

	Budget Period July 1, 2010 through June 30, 2011
Salaries	$ 0
Employee Benefits	$ 0
Operating Expenses	$ 0
Capital Costs	$ 0
Other Costs	$ 0
Indirect Cost	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE ____

CHARLES R. DREW UNIVERSITY MEDICINE/SCIENCE

HIV/AIDS EARLY INTERVENTION PROGRAM SERVICES
AIDS DRUG ASSISTANCE PROGRAM

	Budget Period July 1, 2010 through June 30, 2011
Maximum Obligation	$ 0
Fee-For-Service Rate:	
Client Enrollment	$30
Client Re-certification	$15

Contractor will be reimbursed for AIDS Drug Assistance Program activities at the fee-for-service reimbursement rate as they currently exist or as they are modified by the Office of AIDS Programs and Policy. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site # 1 of 1

1	Agency Name:	Charles R. Drew University of Medicine and Science		
2	Program Director:	Jose Gonzales		
3	Address of Service Delivery Site:	3209 N. Alameda Street Suite K		
		Compton,	California	90222

4 In which Service Planning Area is the service delivery site?

____	One: Antelope Valley	____	Two: San Fernando Valley
____	Three: San Gabriel Valley	____	Four: Metro Los Angeles
____	Five: West Los Angeles	X	Six: South Los Angeles
____	Seven: East Los Angeles	____	Eight: South Bay

5 In which Supervisorial District is the service delivery site?

____	One: Supervisor Molina	X	Two: : Supervisor Ridley-Thomas
____	Three: Supervisor Yaroslavsky	____	Four: Supervisor Knabe
____	Five: Supervisor Antonovich		

6 Based on the amount of medical procedures to be provided at this site, what percentage of your allocation is designated to this site? 100%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Enter number of Early Intervention Program Contract Goals and Objective by Service Delivery Site(s).
Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**Unduplicated Clients**	**Major Medical Assessments**	**Case Management Services**
Service Unit	No. of Clients	No. of Assessments to be provided	No. of Assessments to be provided
Site # 1			
TOTAL			

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES
TABLE 2 (continued)

Enter number of Early Intervention Program Contract Goals and Objective by Service Delivery Site(s).
Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**ADAP**		**Transmission Risk Reduction Services**	**Mental Health/ Psychosocial Services**	**Health Education**	**Case Management**	**Bridge Project Services**	**Positive Choices Program**
Service Unit	No. of Enrollments	No. of Recert-ifications	No. of Assessments to be provided	No. of Assessments to be provided.	No. of Assessments to be provided	No. of Assessments to be provided	No. of Clients	No. of Clients
Site # 1								
Total								

Exhibit III

Contract No. H-701867-3

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
RESIDENTIAL HOSPICE AND RESIDENTIAL NURSING FACILITY
SERVICE AGREEMENT

Amendment Number 3

THIS AMENDMENT is made and entered into this _____ day of _____, 2010,

by and between	COUNTY OF LOS ANGELES (hereafter County"),
and	WELLS HOUSE HOSPICE FOUNDATION, INC. (hereafter “Contractor”).

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) RESIDENTIAL HOSPICE AND RESIDENTIAL NURSING FACILITY SERVICES AGREEMENT", dated, March 1, 2006 and further identified as Agreement Number H-701867, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on July 1, 2009.

2. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Revised Exhibit F, and all attachments to those exhibits, attached hereto and incorporated herein by reference.

3. Revised Exhibit F, SCOPES OF WORK FOR RESIDENTIAL HOSPICE AND RESIDENTIAL NURSING FACILITY SERVICES, is attached to this Amendment and incorporated in Agreement by reference.

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

WELLS HOUSE HOSPICE
FOUNDATION, INC.
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grants

REVISED EXHIBIT F

WELLS HOUSE HOSPICE FOUNDATION, INC.

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
RESIDENTIAL HOSPICE AND FACILITY NURSING SERVICES AGREEMENT**

1. DESCRIPTION: Residential Hospice services provide twenty-four (24) hour, culturally competent medical care, supervision and assistance for people living with HIV/AIDS who have been certified by a licensed physician as terminally ill. Hospice services provide a palliative approach for individuals to approach death with dignity and in relative comfort in a supportive atmosphere surrounded by family and/or significant others.

"Terminally ill" means that an individual's medical prognosis, as certified by a licensed physician, is that his or her life expectancy is six (6) months or less. The physician's certification must be accompanied by specific clinical findings and other documentation that support the medical prognosis and be filed in the medical record with the written certification.

Residential hospice services require licensure as a Residential Care Facility for the Chronically Ill, Congregate Living Health Facility, or as a Skilled Nursing Facility Level B with certification as a Hospice Provider.

HIV/AIDS Skilled Nursing Facility service is twenty-four (24) hour, culturally competent nursing care provided for people living with HIV/AIDS who have been diagnosed with a terminal or life-threatening illness. Skilled nursing facility services shall be provided in a non-institutional, home-like environment that includes the

following basic services: residential services, medical supervision, twenty-four (24) hour skilled nursing and supportive care, pharmacy, dietary care, and social/recreational services. The intent of services is to extend life and improve functioning. Skilled nursing services shall be licensed as such by the California Department of Public Health. Further, Contractor shall be certified as a hospice provider in accordance with Medicare and Medi-Cal regulations.

"Life threatening illness" means the illness can lead to the possibility of death within five (5) years or less, certified by a licensed physician.

2. PERSONS TO BE SERVED: HIV/AIDS Residential Hospice and Skilled Nursing Facility services shall be provided to indigent persons living with HIV/AIDS which is confirmed in writing by a State licensed physician, approved by OAPP Medical Director and who reside within Los Angeles County in accordance with Attachment 1, "Service Delivery Sites", attached hereto and incorporated herein by reference. For Residential Hospice, services shall be provided to persons whose attending physician has conformed in writing that he or she has a life expectancy of six (6) months or less. Such persons shall require twenty-four (24) hour supervision and skilled nursing care on a recurring, intermittent, extended, or continuous basis. For Skilled Nursing Facility, services shall be provided to persons whose attending physician has conformed in writing that he or she has a life threatening illness that can lead to death within five (5) years or less.

3. COUNTY'S MAXIMUM OBLIGATION: During the period of July 1, 2009 through February 28, 2010, that portion of County's maximum obligation of County for

all services provided hereunder shall not exceed not exceed Four Hundred Thirty-Five Thousand, Eight Hundred Thirty -Two Dollars ($435,832).

During the period of March 1, 2010 through February 28, 2011, that portion of County's maximum obligation of County for all services provided hereunder shall not exceed not exceed Six Hundred Fifty-Three Thousand, Seven Hundred Forty-Two Dollars ($653,742).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder at the fee-for-service rates as set forth in Schedules 6 and 7. Such rates are all inclusive and include reimbursement for all Residential Hospice and Skilled Nursing Facility services hereunder.

Furthermore, for residential hospice and skilled nursing facility services, the number of units of services billable will be the number of days an individual occupied a bed (physically present in the facility overnight), including either the first day of admission or the day of discharge, but not both, unless the entry and exit dates are the same. Contract funds may not be used to support off-premise social/recreational activities. The unit of service that providers must use to track services is the number of unduplicated clients and the number of service days delivered. A "Resident Day" unit of service is defined as a twenty-four (24) hour period in which a resident receives housing and meals. Payment for services provided hereunder shall be subject to the provisions set forth in the Payment Paragraph of this Agreement.

5. CLIENT ELIGIBILITY:

A. Contractor agrees to admit County referred clients in need of Residential Hospice or Skilled Nursing Facility Services on a priority basis. In the event a County client is not available for referral, Contractor may consider for admission person(s) referred from other agencies located in Los Angeles County. Potential clients shall be referred to Contractor by County health facilities; other health facilities, public or private; case management agencies with County contracts; or be self-referred. Contractor shall determine whether potential clients are acceptable candidates for its Residential Hospice and Skilled Nursing Facility Services according to the guidelines included hereunder and its admission criteria. Contractor shall submit a copy of its admission criteria, developed in accordance with State licensing guidelines, to Office of AIDS Programs and Policy (OAPP) within thirty (30) days of the execution of this Agreement for review and approval.

Subscribers or enrollees of the Los Angeles County Community Health Plan and persons deemed to be indigent under Welfare and Institutions Code Sections 17000, et seq. by Director shall hereafter be referred to as "County responsible clients". All others shall be considered "non-County responsible clients."

County guarantees neither the referral of a minimum number of clients to Contractor, nor the referral of a specific mix of clients by payment source.

B. County, at its sole discretion, requires that Contractor obtain express prior approval before any person/potential client may be designated a County responsible client for Contractor's Residential Hospice or Skilled Nursing Facility Services hereunder. Prior authorization by OAPP Medical Director is required. Contractor shall not assume that all agency-referred and self-referred clients accepted by Contractor hereunder are County responsible.

C. No person shall be admitted or accepted for care under the Residential Hospice or Skilled Nursing Facility Services except upon the order of a physician. The client's diagnosis of AIDS or symptomatic HIV disease shall be confirmed in writing by a State of California licensed physician. A licensed physician or other duly authorized health care professional shall certify, in writing, that the client is free from active tuberculosis. The client or authorized representative shall sign Contractor's Admission and Treatment Consent Form upon acceptance into the facility. If the Contractor determines that the person is not an acceptable candidate for Residential Hospice or Skilled Nursing Facility Services, the Contractor must refer the potential client back to the referral source.

6. LENGTH OF STAY: No person shall be admitted or accepted for residential hospice services except under the order of a physician. The client's diagnosis of AIDS or symptomatic HIV disease shall be confirmed in writing by a State licensed physician. A licensed physician must submit written documentation (History and Physical, and/or other important supporting documents) of the client's skilled nursing or hospice status for a scheduled transfer from an acute bed hospital, to OAPP's Medical Director or

his/her designee by fax or by mail so that prior authorization can be completed. All required documentation shall be faxed to (213) 738-6566. If the Medical Director is not available, a preliminary approval shall be made by their designee (Associate Medical Director, Chief of Clinical Enhancement Services, Supervisor of Residential Services or Program Manager if they are a licensed nurse, physician assistant or physician). Final approval shall be given by OAPP Medical Director. If OAPP does not give the agency an approval within two (2) working days, the agency shall be granted automatic preliminary approval. OAPP Medical Director will later make the final approval of the hospitalization.

For Skilled Nursing Facility Services - Length of stay is up to sixty (60) days as certified by a licensed physician. Any extension beyond the sixty (60) day length of stay requires re-certification by the physician. All copies of the recertification shall be provided to OAPP Medical Director.

7. BED-HOLD POLICY: OAPP will permit Contractor to hold a client's bed in medical emergencies or for therapeutic reasons, as long as this is clearly documented in the client's chart and/or treatment plan. OAPP will reimburse for no more than eight (8) "bed-hold" days per client per twelve month period according to the following circumstances: a) "Bed-holds" cannot be carried over from one twelve month period for use in a future twelve month period, and b) OAPP cannot reimburse for a "bed-hold" if the client does not return and continue to stay at the agency after the "bed-hold" occurs. It is incumbent upon the Contractor to obtain the client’s updated prognosis while

hospitalized in order to ensure that the Contractor is compensated for the eight (8) “bed-hold” days.

8. RESIDENT FEE SYSTEM:

A. Contractor shall comply with provisions of Section 2605 (d) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as Exhibit B.

B. Contractor shall be responsible for developing and implementing a client fee system. This fee system shall be submitted to OAPP within thirty (30) days of the execution of this Agreement for review and approval by the Director or his designee. Notwithstanding any other provisions of this Paragraph, Contractor shall pursue funding from public assistance and entitlement programs for which each County responsible client may be eligible.

9. BILLING: All billings by Contractor shall be in accordance with the following provisions:

A. Residential Hospice and Skilled Nursing Facility Services are covered Medi-Cal services. Contractor shall be responsible for billing and collecting payment from all third-party payors, including Medicare and Medi-Cal, for all Residential Hospice and Skilled Nursing Facility Services. Such billings shall be in a timely manner and in accordance with applicable regulations, requirements, procedures, and information requests necessary for processing and payment of claims. Contractor agrees that payment by third-party payors shall be

considered payment in full, and shall not look to County for co-payments or deductibles.

B. County shall be the responsible payor for the following categories of clients:

(1) Subscribers or enrollees of the Los Angeles County Community Health Plan;

(2) Clients designated as indigent under Section 1700, et seq., Welfare and Institutions Code by Director.

(3) Client's who do not qualify for Medi-Cal or Medicare. However, a client with a status of Medi-Cal Pending is not eligible for Residential Hospice and Skilled Nursing Facility Services.

(4) Medicare or Medi-Cal eligible clients whose Treatment Authorization Request (TAR) have been denied by Medicare or Medi-Cal when Contractor has complied with all Medicare or Medi-Cal billing requirements, procedures, information requests, and the denial is through no fault of Contractor.

C. County shall not reimburse Contractor for services when payment is denied by Medicare or Medi-Cal in those instances where Contractor:

(1) Failed to provide adequate medical justification by discipline for services rendered;

(2) Did not submit the TAR in a timely manner as required;

(3) Failed to appeal agency-appealable, reversible denials; or

(4) Did not comply with coverage guidelines and/or regulations.

For claims denied by Medicare or Medi-Cal, Contractor shall bill County only after a denial of Contractor's appeal of an agency-appealable, reversible denial. Such billings to County shall be made within sixty (60) days of the subsequent denial. Thereafter, such billings shall be denied by County.

A copy of all denial(s) shall accompany all billings to County. Contractor shall provide documentation that Medi-Cal and Medicare eligibility has been checked prior to billing County for services. Contractor may use the Medi-Cal phone number (Automated Eligibility Verification System or "AVES"), the Point of Service ("POS") device, the State's Website, or the MEDS terminal to provide documentation of ineligibility. Contractor shall check client's eligibility at least once a month. The requirement to check eligibility for each billable service is standard business practice and a Medi-Cal requirement. Contractor shall submit to OAPP their policy and procedure to check Medi-Cal and other payor source eligibility within one month of execution of this Agreement. Medi-Cal and Medicare denials shall be paid by County at the rates set forth in Schedules 6 and 7 attached hereto.

D. Billings to County:

(1) Contractor shall bill County promptly within thirty (30) days following the month of service. Thereafter, such billings may be denied by County. Invoices shall be submitted in duplicate, and shall include

documentation that client is ineligible for other payor sources for which a claim is made.

(2) In the event Contractor receives payment from Medi-Cal for services to clients who were not identified as "Medi-Cal eligible" at the time services were rendered and Contractor was reimbursed by County for those same services, Contractor shall reimburse County the prior County payment as set forth in Schedules 6 and 7.

(3) Any bill submitted to County for reimbursement where County determines that applicable third-party benefits exist shall not be processed or paid and will be returned to Contractor.

(4) For County responsible clients, Contractor shall not submit an initial bill to County for services provided in a prior County Fiscal Year after forty-five (45) days into a new County fiscal year.

(5) The rates as described in Schedules 6 and 7 are all inclusive and fixed for each contract period and shall not vary regardless of the Contractor's actual cost unless the contract is formally amended to reflect a change.

E. In no event shall County be required to reimburse Contractor for those costs of services hereunder which are covered by revenue from or on behalf of clients or which are covered by funding from other governmental contracts or grants. START clients are not a covered service under this Agreement.

F. Upon County payment to Contractor, Contractor hereby agrees to assign and transfer any legal and/or equitable right and cause of action against said client to County and County may proceed independently against client.

G. Contractor agrees that all claims for payment for services provided to subscribers or enrollees of the Los Angeles County Community Health Plan shall be made directly to County and further agrees that Contractor, its agents, trustees, or assignees will look solely to County for payment and not to the subscriber or enrollee.

H. Contractor agrees to furnish the services outlined herein as needed by each client in consideration of receiving from County reimbursement in accordance with the payment provisions. If Contractor provides services similar to those described herein and charges a lesser rate to any other individual or agency during the term of this Agreement, Contractor agrees to provide said services to County at said lower rate, unless such requirement is waived by written notice by Director.

10. SERVICE DELIVERY SITE: Contractor's facility where Residential Hospice and Skilled Nursing Facility Services are to be provided is located at: 245 Cherry Avenue, Long Beach, California, 90802.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

11. SERVICES TO BE PROVIDED: Contractor shall have written policies, procedures, protocols, and standards of care for all services to be provided. Contractor shall comply with State regulations governing provision of HIV/AIDS Residential Care Facility for the Chronically Ill, Congregate Living Health Facility, Hospice, or Skilled Nursing Facility Level B Services as they now exist or shall exist at any future time during the term of this Agreement. Contractor shall provide services in accordance with Los Angeles County Commission on HIV Standards of Care, Hospice Services and Skilled Nursing Facility Services guidelines and procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. Contractor shall provide services for those clients, who have expended all California Department of Public Health benefits and Medi-Cal Waiver benefits, and those who are under-insured/non-insured, and those with no other benefits available. The following guidelines, which are not all inclusive, describe the minimum Residential Hospice and Skilled Nursing Facility Services to be provided by Contractor. Services to be provided shall include, but shall not be limited to:

A. Program Administration: Contractor's program administration services shall include, but not be limited to: processing admissions and discharges; managing day-to-day operations of the facility; selecting and maintaining qualified subcontractor(s); preparing monthly billings and progress reports; training and supervision of staff; developing and implementing written administrative policies, operative procedures, and standards of care including, but not limited to, admission criteria, client rights, client care, and infection

control; maintaining client and financial records; and acting as a regular liaison among Contractor staff, subcontractors, County, and County referred clients.

B. General Requirements: The Residential Hospice Facility and Skilled Nursing Facility Services must ensure its ability to meet the needs of the client by meeting the following general standards:

(1) Provide twenty-four (24) hour culturally competent, medical care, supervision and assistance (scheduled and unscheduled);

(2) Accept the assumption of responsibility for resident well-being, including safety and security (responsibility to monitor and assist to maintain well being);

(3) Provide health-related services, as applicable to State regulations and licensure requirements;

(4) Minimize the need to move to other settings;

(5) Maximize the client's dignity, autonomy, privacy, independence, choice, and safety (including negotiated risk);

(6) Utilize collaborative decision making;

(7) Accommodate the client's changing needs and preferences within the scope of local and State regulations;

(8) Encourage family and community involvement.

C. Residential Hospice Facilities shall provide the following services:

(1) Services for persons who have a diagnosis of terminal illness including, but not limited to:

(a) Residential services;

(b) Medical supervision;

(c) Nursing and supportive care;

(d) Pharmacy services;

(e) Laundry services; and

(f) Dietary services.

(2) Hospice care, including the provision of palliative and supportive items and services described below to a terminally ill individual who has voluntarily elected to receive such care in lieu of curative treatment related to the terminal condition:

(a) Nursing services;

(b) Physical or occupational therapy or speech-language pathology;

(c) Medical social services under the direction of a licensed physician;

(d) Medical supplies and appliances;

(e) Drugs and biologicals;

(f) Physician services;

(g) Counseling, including bereavement, dietary, and spiritual counseling; and

(h) Any other item or service for which payment may otherwise be made under the Medi-Cal program.

D. Palliative care: Residential Hospice Facility will provide, within its scope of services offered, timely care and support for each resident so that he/she may live as fully and as comfortably as possible within the context of the resident's values and symptoms. These outcomes are accomplished when:

(1) The resident is provided with accurate and timely information to make treatment decisions.

(2) The service plan supports the resident's choices that are consistent with the resident's advance directives, values, spiritual preferences, and life-long living patterns, even though these decisions may involve increased risk or personal harm to the resident.

E. Skilled Nursing Facility: Skilled Nursing Facility Services shall provide the following services:

(1) Residential services;

(2) Medical supervision;

(3) Twenty-four (24) hour skilled nursing and supportive care;

(4) Pharmacy;

(5) Dietary care; and

(6) Social/recreational services.

F. Intake and Assessment: Prior to accepting a client into a Residential Hospice Facility and Skilled Nursing Facility Service, the person responsible for admissions must interview the prospective client and his/her authorized

representative, and the assigned case manager, if any, to complete the following goals and document the intake and assessment findings:

(1) Eligibility Determination - To be eligible for a Residential Hospice Facility, persons must have HIV/AIDS, must be certified by a licensed physician as terminally ill and must have OAPP Medical Director authorization prior to or within one (1) day of admission. During the six (6) months authorization, should a client no longer meet the criteria of terminally ill, the client shall be transitioned to another stable living environment.

To be eligible for Skilled Nursing Facility services, persons must have HIV/AIDS, must be certified by a licensed physician as having a life-threatening illness and require twenty-four (24) hour nursing care, and must have OAPP Medical Director authorization prior to or within (1) day of admission.

(2) Assessment - Includes age, the assessment of health status, including HIV prevention needs, family composition and status, need for palliative care, record of medications and prescriptions, ambulatory status, cognitive assessment, special housing needs, level of Independence, level of resources available to solve problems, and co-morbidity factors. If it is determined in the assessment that the program cannot meet the client's needs, the client shall be referred to an appropriate provider.

(3) Resident Education - If a prospective client is deemed eligible and appropriate for services, the facility staff should provide the client with information about the facility and its services including policies and procedures, confidentiality, safety issues, house rules and activities (when appropriate), client rights and responsibilities, and grievance procedures.

(4) Advanced Directives - If a prospective client is deemed eligible for intake, the facility staff should discuss preparation of an Advanced Directive and assist the client to complete one, if desired.

G. Needs and Services Plan: A needs and services plan must be developed for all clients based upon the initial assessment. This plan shall serve as the framework for the type and duration of services provided during the client's stay in the facility and shall include the plan review and re-evaluation schedule. Initial plans must be completed within twenty-four (24) hours of admission into services. Comprehensive plans must be completed within seven (7) days.

H. Staff shall explore with the client all available, alternative options for service provision to include:

(1) Referral to a more appropriate agency;

(2) Complementary and alternative therapies

(3) Nursing care;

(4) Psychiatric/psychological care;

(5) Social services;

(6) Spiritual support;

(7) Rehabilitation medicine;

(8) Pain management, palliative care and appropriate medication treatment directed by the primary care physician.

The program staff shall regularly observe each client for changes in physical, mental, emotional, and social functioning, and need for palliative care.

Needs and services plans shall be discussed and documented, at a minimum, in bi-monthly interdisciplinary case conferences, or as clients' needs change.

I. Contagious and Infectious Disease Management: The client must meet the admission requirements of the County of Los Angeles Department of Public Health Tuberculosis Control Program. Clients shall be regularly observed and questioned about health status and symptoms that may indicate that the client has a contagious or infectious disease (other than AIDS).

If a client is suspected of having a contagious or infectious disease, the client shall be isolated and a licensed physician shall be consulted to determine suitability of the client's retention in the program.

J. Referral Services: Referrals for services shall be made at any point at which the needs of the client cannot be met by the facility within its established programs or services and shall be documented as part of the individualized needs and services plan.

K. Support Services: Support services that are to be provided or coordinated must include, but are not limited to:

(1) Provision and oversight of personal and supportive services (assistance with activities of daily living and instrumental activities of daily living).

(2) Health related services (e.g., medication management services);

(3) Social services;

(4) Family bereavement counseling;

(5) Recreational activities;

(6) Meals;

(7) Housekeeping and laundry; and

(8) Transportation.

L. Residential Services: Contractor's residential services component shall include, but not be limited to, provision of:

(1) Lodging in a clean, safe, and healthful homelike residential setting which complies with all the State regulations applicable to Residential Hospice and Skilled Nursing Facility Services;

(2) Obtaining upon admission, and maintaining annually thereafter, written certification from a physician or other duly authorized health care professional that each resident is free from infectious tuberculosis;

(3) Three (3) meals a day and additional nourishments of the quality and quantity to meet each client's basic nutritional needs, including special dietary needs, in accordance with the physicians' orders;

(4) A bedroom, with no more than two (2) clients, and an individual bed and fresh linen;

(5) Equipment and supplies necessary for client's personal care and maintenance of adequate hygiene;

(6) An accessible telephone in working condition;

(7) Laundry service or facilities; and

(8) Adequate space and privacy for clients to receive guests.

M. Medical Supervision: Contractor agrees that no person shall be admitted, accepted for care, or discharged except upon the order of a physician. All persons admitted or accepted for care shall remain under the continuing supervision of a physician who evaluates the client as needed and at least every thirty (30) calendar days, and who documents the visits in the client health record.

N. Skilled Nursing Care: Within the scope of their specific licensure, registered nurses and licensed vocational nurses shall provide those services which require substantial specialized nursing skill including, but not limited to, assessing client needs/condition; planning and implementing client care; reviewing, evaluating, and updating each client's plan of care; supervision of attendants and any volunteers providing direct client care; administration of

prescribed medications and treatments; and recording clinical and progress notes in each client's health record.

O. Certified Nursing Assistant Care: Attendants shall function under the supervision of a registered nurse or licensed vocational nurse and shall provide/assist client with personal care (bathing, dressing, grooming, oral hygiene, skin care, etc.) and comfort measures; assist client with consumption of meals; monitor and record vital signs; assist client in and out of bed and with ambulation; assist client to bathroom or with bedpan use; change dressings and bandages; change bed linen as necessary; assist with range of motion exercises; report changes in client's condition/needs to the professional nurse supervisor; and maintain clinical notes in accordance with client care plan.

P. Hospice Care: Hospice services provide a humanitarian way for the client to approach death with dignity, in relative comfort in a supportive atmosphere, and surrounded by family members/significant others. Hospice advocates personal care and concern, living comfortably until death, the absence of pain, maintenance of personal control, and treats the client, family, and significant other as the unit of care.

Contractor shall provide hospice services to terminally ill clients with HIV disease who have chosen to receive hospice care and whose attending physician has ordered hospice care and provided written certification that the client's life expectancy is six (6) months or less.

Hospice care is palliative and includes symptom and pain control and relief of emotional stresses. Counseling services for the client, family, and significant other shall also be available. The counseling services may include, but not be limited to: financial and estate planning, stress management training, psychological counseling, spiritual counseling, emotional and practical support concerning issues of death and dying, group support, and bereavement counseling which may continue up to one (1) year following the death of the client.

Q. Pharmaceutical Services: Such services shall include, but shall not be limited to: obtaining prescribed drugs and biologicals on a prompt and timely basis; proper storage and disposition of drugs and biologicals in accordance with applicable federal and State regulations; proper storage, disposition, and record maintenance of controlled drugs in compliance with the Federal Comprehensive Drug Abuse Prevention and Control Act of 1970; and the services of a pharmacist on a consultative basis.

R. Social-Recreational Services: Clients shall be encouraged to participate in activities planned to meet their individual needs. An activity program shall have a written, planned schedule of social and other purposeful independent or group activities. The program shall be designed to make life more meaningful, to stimulate and support physical and mental capabilities, and to enable the client to maintain the highest attainable social, physical, and emotional functioning. The activity program shall consist of individual and small

and large group activities which are designed to meet the needs and interests of each client and which include, but are not limited to:

(1) Social activities;

(2) Activities away from the facility;

(3) Creative activities;

(4) Educational activities;

(5) Religious activities; and

(6) Opportunities for client participation in planning activities.

Contract funds may not be used to support off-premise social/recreational activities.

S. Volunteer Assistance: Such services shall include, but shall not be limited to: companionship, transportation, respite care, errands, and emotional and spiritual support. Contractor agrees that volunteers shall not be used as substitutes for required personnel. Volunteers providing client care services shall be:

(1) Provided clearly defined roles and written job descriptions;

(2) Receive orientation and training equivalent to that provided paid staff;

(3) Possess education and experience equal to that required of paid staff performing similar functions;

(4) Conform to the Residential Hospice and Skilled Nursing Facility Services' policies and procedures; and

(5) Receive periodic performance evaluations.

T. Discharge Planning: Such services shall include, but not be limited to, a weekly evaluation of each County responsible client's medical and functional suitability for remaining in Contractor's Residential Hospice and Skilled Nursing Facility Services. Based on this ongoing evaluation, if the client should require relocation to a more appropriate level of care, Contractor shall initiate a referral and assist with such relocation. The County's intent is that Residential Hospice and Skilled Nursing Facility Services be utilized for persons who require twenty-four (24) hour care and supervision.

12. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual client.

A. Contractor shall maintain a separate, complete, and current record for each client in sufficient detail to permit an evaluation of services. Such records shall include, but not be limited to, the following:

(1) Client demographic data including dates of admission and discharge;

(2) Signed copy of the admission agreement;

(3) Name, address, and telephone number of physician, case manager, and other medical and mental health providers, if any;

(4) Name, address, and telephone number of any person or agency responsible for the care of a client, including, but not limited to, persons who have been granted durable power of attorney for the client or conservators for the client and/or his/her estate;

(5) Medical assessment, including ambulatory status;

(6) Physician orders;

(7) Documentation of AIDS or symptomatic HIV disease diagnosis;

(8) Release of Information (must be updated annually);

(9) Limits of Confidentiality;

(10) Consent to Receive Services;

(11) Client Rights and Responsibilities;

(12) Client Grievance Procedures;

(13) Proof of income;

(14) Proof of residence within Los Angeles County;

(15) Written certification by a duly authorized health care professional that the client is free from active tuberculosis;

(16) Written certification from a licensed physician that client has a terminal or life-threatening illness;

(17) Current, individualized care plan.

B. Documentation of all services provided to client by the various professional and paraprofessional personnel including those furnished by consultants and subcontractors' staff;

(a) Medication record; and

(b) Documentation of observations and assessments made about client's physical and mental condition. These notations shall be dated and include, but not limited to, type of service provided, client's response, if applicable, and signature and title of person providing the service.

13. ADDITIONAL STAFFING REQUIREMENTS: Contractor shall operate continuously throughout the term of this Agreement with the appropriately qualified staff in sufficient numbers to meet client care needs; and in accordance with applicable federal and State laws, rules, and regulations governing staffing qualifications, requirements, and ratios.

A. Direct Care Staff: The facility will ensure that all direct services to clients are provided by staff trained in the provision of facility services and that all services requiring specialized skills are performed by personnel who are licensed or certified to perform the service.

(1) The facility must provide nursing care and services by or under the supervision of a registered nurse and it must provide adequate nursing care to meet the needs of the clients.

(2) Drugs and biologicals are administered only by the following individuals:

(a) A licensed nurse or physician;

(b) An employee who has completed a State-approved training program in medication administration,

(c) The client, if his/her attending physician has approved;

(d) Any other individual in accordance with applicable State and local laws. The persons, and each drug and biological they are authorized to administer must be specified in the client's plan of care.

(3) Medical social services when provided by a social worker with at least a Bachelor's degree in social work, from a school approved or accredited by the council on Social Work Education, under the direction of a physician.

(4) At least one direct care staff person must be on duty whenever residents are present.

(5) For daytime hours, the minimum staffing ratio should be one direct care staff person up, awake, and on duty for every ten (10) residents on the premises.

(6) For evening and night hours, the minimum staffing is one (1) direct care staff person up, awake and on duty for every fifteen (15) residents on the premises.

(7) For residents who are unable to assist in the performance of activities of daily living and for residents whose death is imminent, the

direct care staffing ratio should be one (1) direct care staff person to every three (3) residents.

(8) Full time, part time or consulting occupational therapist may be available to meet the needs of the client (this is an optional service).

(9) Full-time, part-time, or consulting physical therapist may be available to meet the needs of the client (this is an optional service).

B. Administrative and Support Staff:

(1) A certified administrator appointed by the licensee.

(2) An employee, designated by the administrator, with primary responsibility for the facility.

(3) Support staff, as necessary, to perform office work, cooking, house cleaning, laundering, and maintenance of buildings, equipment and grounds.

(4) A director of nursing that does not have charge nurse responsibilities.

(5) A dietician must be employed on a full-time, part-time, or consulting basis.

(6) A consulting pharmacist must review drug regimen of each client at least monthly and prepare appropriate reports; and

(7) Full-time, part-time or consulting activities program staff with appropriate training and experience must be available to provide activities based on the needs and interests of clients.

C. Dietitian and Dietetic Personnel: A dietitian shall be employed on a full-time, part-time, or consulting basis to ensure that menus are appropriate and meet nutritional requirements. Sufficient dietary staff shall be employed to provide for the nutritional needs of the clients and to maintain the dietetic service areas.

14. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

15. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS, as referenced in the original Agreement, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for Residential Hospice and Skilled Nursing Facility Services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy,

600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Chief, Financial Services Division.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

16. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize reporting, improve efficiency of billing support program evaluation processes, and provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data qualify and compliance with all data submission requirements.

17. TUBERCULOSIS CONTROL: Contractor shall adhere to Exhibit C, "Tuberculosis Exposure Control Plan for HIV/AIDS Residential Care Facilities" as provided by the Los Angeles County Department of Public Health Tuberculosis Control Program, as referenced in the original Agreement. Director shall notify Contractor of any revision of this Plan, which shall become part of this Agreement.

18. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit D, "Guidelines for Staff Tuberculosis Screening", as referenced in the original Agreement. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

19. EMERGENCY AND DISASTER PLANNING: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, client disturbance,

and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

20. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written agreement(s) shall be sent to County's Department of Public Health, Office of AIDS Programs and Policy, Care Services Division.

21. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit E, "People With HIV/AIDS Bill of Rights and Responsibilities" (Bill of Rights) document as referenced in the original Agreement. Contractor shall post this document and/or Contractor-specific higher standard at all Care services provider sites, and disseminate it to all clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor’s own document, Contractor shall demonstrate to OAPP, upon request, that

Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

22. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director.

B. Use measurable outcomes and data collected to determine progress toward established benchmarks.

C. Focus on linkages to care and support services and services;

D. Track client perception of their health and effectiveness of the service received;

E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

23. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS **care** and **prevention** services (if agency has both care and prevention contracts). Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the

medical director or executive director. The implementation of the QM plan may be reviewed by OAPP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components.

A. Objectives: QM plan should delineate specific goals and objectives that are in line with the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency, (quarterly, at minimum), and required documentation (e.g., minutes, agenda, sign-in sheet, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/performance indicators, two (2) of which shall be selected from a list of OAPP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the OAPP approved list of QM indicators. The OAPP approved QM indicator list is attached.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audits, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies – QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievances at the level closest to

the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to OAPP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/ or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury;

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and OAPP immediately following

the occurrence of such event. Information provided shall include the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

24. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliant level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on 100 percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

A. Details of the QM plan (QM Objective, QM Committee, and QM Approach Selection);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

E. Incident Reporting.

25. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE 6

WELLS HOUSE HOSPICE FOUNDATION, INC.

HIV/AIDS RESIDENTIAL HOSPICE AND SKILLED NURSING FACILITY SERVICES

Budget Period
July 1, 2009
through
February 28, 2010

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Residential Hospice	90	$300	$ 27,232
Service: Residential Nursing	1,135	$360	$408,600
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	1,225		$435,832
MAXIMUM MONTHLY PAYMENT			$ 54,479

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement.

SCHEDULE 7

WELLS HOUSE HOSPICE FOUNDATION, INC.

HIV/AIDS RESIDENTIAL HOSPICE AND SKILLED NURSING FACILITY SERVICES

Budget Period
March 1, 2010
through
February 28, 2011

FEE-FOR-SERVICE			
	UNITS	RATE	BUDGET
Service: Residential Hospice	199	$300	$ 59,742
Service: Residential Nursing	1,650	$360	$ 594,000
TOTAL UNITS OF SERVICE AND MAXIMUM OBLIGATION	1,849		$ 653,742
MAXIMUM MONTHLY PAYMENT			$ 54,478

During the term of this Agreement, Contractor may submit monthly billings that vary from the maximum monthly payment in accordance with the BILLING AND PAYMENT Paragraph of this Agreement.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

1 Agency Name: Wells House Hospice Foundation, Inc.

2 Executive Director: Elye L. Pitts

3 Address of Service Delivery Site: 245 Cherry Avenue

Long Beach California 90802

4 In which Service Planning Area is the service delivery site?

____	One: Antelope Valley	____	Two: San Fernando Valley
____	Three: San Gabriel Valley	____	Four: Metro Los Angeles
____	Five: West Los Angeles	____	Six: South Los Angeles
____	Seven: East Los Angeles	X	Eight: South Bay

5 In which Supervisorial District is the service delivery site?

____	One: Supervisor Molina	____	Two: Supervisor Ridley-Thomas
____	Three: Supervisor Yaroslavsky	X	Four: Supervisor Knabe
	Five: Supervisor Antonovich	____	

6 Based on the number of resident days to be provided at this site, what percentage of your allocation is designated to this site? 100%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Residential Hospice Services
Number of Hospice Resident Days
90

Skilled Nursing Facility Services
Number of Skilled Nursing Resident Days Per Year
1,135

7/1/2009 - 2/28/2010

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Residential Hospice Services
Number of Resident Hospice Days
199

Skilled Nursing Facility Services
Number of Skilled Nursing Resident Days
1,650

3/1/2010 - 2/28/2011

COOPERATIVE AGREEMENTS **Issue Date:** 12/21/2009
Department of Health and Human Services
Centers for Disease Control and Prevention
NATIONAL CENTER FOR HIV, VIRAL HEPATITIS, STDS AND TB PREVENTION

Exhibit IV

Grant Number: 2U62PS923479-06

Principal Investigator(s):
MARIO PEREZ

Project Title: PS10-1001, HIV PREVENTION PROJECTS

FINANCIAL OFFICER
LA DEPT OF HEALTH
600 S. COMMONWEALTH AVENUE, 6TH
LOS ANGELES, CA 90005

Award e-mailed to: tduenas@ph.lacounty.gov

Budget Period: 01/01/2010 – 12/31/2010
Project Period: 01/01/2004 – 12/31/2011

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of $3,150,043 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LOS ANGELES DEPARTMENT OF PUBLIC HEALTH in support of the above referenced project. This award is pursuant to the authority of 307,317K2 PHSA,42USC241,247BK2,PL108 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Roslyn Curington

Roslyn Curington
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

Award Calculation (U.S. Dollars)	
Salaries and Wages	$597,334
Fringe Benefits	$307,072
Personnel Costs (Subtotal)	$904,406
Supplies	$87,015
Travel Costs	$12,262
Other Costs	$121,194
Consortium/Contractual Cost	$1,916,639
Federal Direct Costs	$3,041,516
Federal F&A Costs	$108,527
Approved Budget	$3,150,043
Federal Share	$3,150,043
TOTAL FEDERAL AWARD AMOUNT	$3,150,043
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$3,150,043

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

07 $12,600,172

Fiscal Information:

CFDA Number:	93.940
EIN:	1956000927A1
Document Number:	UPS923479A

IC	*CAN*	*2010*	*2011*
PS	9213704	$3,150,043	$12,600,172

SUMMARY TOTALS FOR ALL YEARS		
YR	**THIS AWARD**	**CUMULATIVE TOTALS**
6	$3,150,043	$3,150,043
7	$12,600,172	$12,600,172

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:
PCC: N / OC: 4151

SECTION II – PAYMENT/HOTLINE INFORMATION – 2U62PS923479-06

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: *The HHS Office Inspector General (OIG) maintains a toll-free number* (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information citec in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 2U62PS923479-06

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – PS Special Terms and Conditions – 2U62PS923479-06

****

Funding Opportunity Announcement Number (FOA): PS10-1001
Award Number: 2 U62 PS 923479-06
Approval List Number: C0-030-R10

ADDITIONAL TERMS AND CONDITIONS OF THIS AWARD

Note 1. INCORPORATION. Funding Opportunity/Program Announcement Number PS10-1001 titled, HIV Prevention Projects, additional requirements, the application dated October 02, 2009, and revised budget dated December 04, 2009 are made parts of this award by reference.

Note 2. RESPONSE TO SUMMARY STATEMENT: Attached to this Notice of Cooperative Agreement award is a copy of the Summary Statement. The Summary Statement is a technical review of your application and may include action items and recommendations that require a response. The due date for response to the action items and recommendations cited in the Summary Statement is: February 1, 2010. All responses to the Summary Statement must be electronically submitted as a PDF (Portable Document Format) to the CDC Technical Review Mailbox, TRPGO@CDC.GOV by the due date as indicated above. The Response must reference Funding Opportunity Announcement Number: PS10-1001 and the grant award number: 2 U62 PS 923479-06. Noncompliance with this requirement is subject to enforcement actions, including withholding of funds or termination, etc. This requirement of electronic transmission of TR is to streamline the process of collecting the information/data. A confirmation of delivery can be obtained from the mail box.

Note 3. FY 2010 APPROVED BUDGET:

CDC is operating under a continuing resolution and as a result the total available funding for the FY 2010 twelve month budget period (January 1, 2010 through December 31, 2010), is contingent on the approval of the appropriation bill. Your anticipated 12-month budget amount is ($12,600,172.00), HIV Prevention: ($12,600,172.00), Perinatal: ($ .00) Financial Assistance (FA), which is subject to rescission. Future funding for Year 02 budget period is based on satisfactory programmatic progress and availability of funds.

This award reflects 25% of your anticipated total 12 month budget for the Financial Assistance (FA). Therefore, the amount FA is awarded as follows:

HIV PREVENTION ACTIVITES: ($3,150,043.00)
PERINATAL ACTIVITIES: ($ .00)
TOTAL 25% FUNDING: ($3,150,043.00)

Note 4. DIRECT ASSISTANCE: A personnel category direct assistance in the amount of ($ .00) is awarded for the period covering October 1, 2009 through September 30, 2010.

Note 5. INDIRECT COSTS. Indirect costs are approved based on a Cost Allocation Plan that was approved for FY 2008-2009, which calculates indirect costs at 28.95% of direct salaries and employee benefits.

Although County of Los Angeles Department of Health Services has an approved Indirect Cost rate of 28.95%, a lower rate of 12% is requested. The reduced indirect cost rate of 12% is approved, with a base of direct salaries and employee benefits.

Note 6. PROGRAM INCOME. Any program income generated under this cooperative agreement will be used in accordance with the additional cost alternative. The disposition of program income must have written prior approval from the Grants Management Officer.

Additional Costs Alternative--Used for costs that are in addition to the allowable costs of the project for any purposes that further the objectives of the legislation under which the cooperative agreement was made. General program income subject to this alternative shall be reported on lines 10r and 10s, as appropriate, of the FSR (Long Form).

Note 7. REPORTING REQUIREMENTS.
a.) Annual Financial Status Report (FSR, SF 269 or SF 269A).

The FSR for this budget period is due to the Grants Management Specialist by March 31, 2011. Reporting timeframe is January 1, 2010 through December 31, 2010. The FSR should only include those funds authorized and actually expended during the timeframe covered by the report. If the FSR is not finalized by the due date, an interim FSR must be submitted, marked not final, and an amount of unliquidated obligations should be annotated to reflect unpaid expenses. Electronic versions of the form can be downloaded into Adobe Acrobat and completed on-line by visiting. http.//www.whitehouse.gov/omb/grants/sf269a.pdf.

b.) Progress Reporting.

ANNUAL PROGRESS REPORTING. Annual progress reports are a requirement of this program, due 90 days following the end of each budget period.

i. The Interim Progress Report (IPR) will serve as the non-competing continuation application. IPR reporting timeframe is January 1, 2010 ?June 30, 2010. A due date and specific IPR guidance will be provided at a later date through Grants.gov and e-mail.

ii. The Annual Progress Report (APR) will be due 90 days after the end of the budget period; (March 31, 2011). APR programmatic guidance will be provided at a later date. Reporting timeframe is January 1, 2010 through December 31, 2010.

Note 8. HIV PROGRAM REVIEW PANEL REQUIREMENT: All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials have to be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management Specialist.

Note 9. CORRESPONDENCE. ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the AWARD NUMBER as shown at the top left of this page, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist.

Note 10. PRIOR APPROVAL. All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request must be postmarked no later than 120 days prior to the end date of the current budget period. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

Prior approval is required but is not limited to the following types of requests. 1) Use of unobligated funds from prior budget period (Carryover), 2) Lift funding restriction, withholding, or disallowance, 3) Redirection of funds, 4) Change in Contractor/Consultant, 5) Supplemental funds, 6) Response to Technical Review, or 7) Change in Key Personnel.

Note 11. KEY PERSONNEL. In accordance with 45 CFR92.30, CDC recipients shall obtain prior approval from CDC for (1) Change in the project director or principal investigator or other key persons specified in the application or award document, and (2) the absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Note 12. INVENTIONS. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR 401.14.

Note 13. PUBLICATIONS. Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as:

This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from The Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

Note 14. CONFERENCE DISCLAIMER AND USE OF LOGOS.

Disclaimer. Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites:

Funding for this conference was made possible (in part) by the cooperative agreement award number above from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logos. Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of Government endorsement. A non-federal entity unauthorized use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or the Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logos, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

Note 15. EQUIPMENT AND PRODUCTS. To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as Tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of $5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization policy.

Note 16. TRAFFICKING IN PERSONS. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to http.//www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

Note 17. ACKNOWLEDGMENT OF FEDERAL SUPPORT. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Note 18. INSPECTOR GENERAL. The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to:

Office of the Inspector General
Department of Health and Human Services
Attention: HOTLINE
330 Independence Ave., SW
Washington DC 20201

Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This NOTE replaces the Inspector General Contact information cited in previous notice of award.

Note 19. PAYMENT INFORMATION.

Automatic Drawdown
Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, and HHS. PMS will forward the DHHS Manual for Recipients Financed under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

a. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Division of Payment Management
FMS/PSC/HHS
P.O. Box 6021
Rockville, MD 20852

b. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

Division of Payment Management
FMS/PSC/HHS
Rockwall Building #1, Suite 700
11400 Rockville Pike
Rockville, MD 20852

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

For more information and to obtain your agency point of contact at the Payment Management System, visit the following website. http://www.dpm.psc.gov/contacts/dpm/dpm.aspx?cms_branchevent=/contacts/dpm/univ_nonprofit/univ_nonprofit.object

Note 20. AUDIT REQUIREMENT: An organization that expends $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditors report(s), or nine months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Should you have questions regarding the submission or processing of your Single Audit Package contact the Federal Audit Clearinghouse at: (301) 763-1551, (800) 253-0696 or email: govs.fac@census.gov. The grantee is to ensure that the sub-recipients receiving CDC funds also meet these requirements (if total Federal grant or cooperative agreement funds received exceed $500,000). The grantee must also ensure that appropriate corrective action is taken within six months after receipt of the sub-recipient audit report in instances of non-compliance with Federal law and regulations. The grantee is to consider whether sub-recipient audits necessitate adjustment of the grantees own accounting records. If a sub-recipient is not required to have a program-specific audit, the Grantee is still required to perform adequate monitoring of sub-recipient activities. The grantee is to require each sub-recipient to permit independent auditors to have

access to the sub-recipients records and financial statements. The grantee should include this requirement in all sub-recipient contracts.

Note 21. CDC CONTACT NAMES.

Business and Grants Policy Contact

Louvern Asante, Grants Management Specialist
Centers for Disease Control, PGO, Branch I
2920 Brandywine Road, Mail Stop E-15
Atlanta, GA 30341-4146
Telephone: (770) 488-2835
Email: LHA5@cdc.gov

Programmatic and Technical Contact

Jeffery Brock, Project Officer
Centers for Disease Control and Prevention
Division of HIV/AIDS Prevention
8 Corporate Blvd, Mail Stop E-58
Atlanta, GA 30329
Telephone: (404) 639-8015
Email: IHU8@cdc.gov

STAFF CONTACTS
Grants Management Specialist: Louvern Asante
Centers for Disease Control and Prevention (CDC)
Procurement and Grants Office
Koger Center, Colgate
2920 Brandywine Road, Mailstop E15
Atlanta, GA 30341
Email: lha5@cdc.gov **Phone**: (770) 488-2835 **Fax**: 770-488-2868

Grants Management Officer: Roslyn Curington
Centers for Disease Control and Prevention
OD/OCOO/PGO/AABI
Koger Center, Colgate Builder
2920 Brandywine Road, Mailstop E15
Atlanta, GA 30341
Email: rcurington@cdc.gov **Phone**: (770) 488-2832 **Fax**: 770-488-2868

SPREADSHEET SUMMARY
GRANT NUMBER: 2U62PS923479-06

INSTITUTION: LOS ANGELES COUNTY PUBLIC HEALTH DEPT

Budget	*Year 6*	*Year 7*
Salaries and Wages	$597,334	
Fringe Benefits	$307,072	
Personnel Costs (Subtotal)	$904,406	
Supplies	$87,015	
Travel Costs	$12,262	
Other Costs	$121,194	$12,166,057
Consortium/Contractual Cost	$1,916,639	
TOTAL FEDERAL DC	$3,041,516	$12,166,057
TOTAL FEDERAL F&A	$108,527	$434,115
TOTAL COST	$3,150,043	$12,600,172

Notice of Award

COOPERATIVE AGREEMENTS **Issue Date:** 03/08/2010
Department of Health and Human Services
Centers for Disease Control and Prevention
NATIONAL CENTER FOR HIV, VIRAL HEPATITIS, STDS AND TB PREVENTION

Grant Number: 2U62PS923479-06 REVISED

Principal Investigator(s):
MARIO PEREZ

Project Title: PS10-1001, HIV PREVENTION PROJECTS

FINANCIAL OFFICER
LA DEPT OF HEALTH
600 S. COMMONWEALTH AVENUE, 6TH
LOS ANGELES, CA 90005

Award e-mailed to: tduenas@ph.lacounty.gov

Budget Period: 01/01/2010 – 12/31/2010
Project Period: 01/01/2004 – 12/31/2011

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LOS ANGELES DEPARTMENT OF PUBLIC HEALTH in support of the above referenced project. This award is pursuant to the authority of 307,317K2 PHSA,42USC241,247BK2,PL108 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Roslyn Curington
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 2U62PS923479-06 REVISED

Award Calculation (U.S. Dollars)

Salaries and Wages	$597,334
Fringe Benefits	$307,072
Personnel Costs (Subtotal)	$904,406
Supplies	$87,015
Travel Costs	$12,262
Other Costs	$121,194
Consortium/Contractual Cost	$1,916,639
Federal Direct Costs	$3,041,516
Federal F&A Costs	$108,527
Approved Budget	$3,150,043
Federal Share	$3,150,043
TOTAL FEDERAL AWARD AMOUNT	$3,150,043

AMOUNT OF THIS ACTION (FEDERAL SHARE) $0

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

07 $12,600,172

Fiscal Information:

CFDA Number: 93.940
EIN: 1956000927A1
Document Number: UPS923479A

IC	CAN	2010	2011
PS	9213704	$3,150,043	$12,600,172

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
6	$3,150,043	$3,150,043
7	$12,600,172	$12,600,172

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:
PCC: N / OC: 4151

SECTION II – PAYMENT/HOTLINE INFORMATION – 2U62PS923479-06 REVISED

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 2U62PS923479-06 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – PS Special Terms and Conditions – 2U62PS923479-06 REVISED

Funding Opportunity Announcement (FOA): PS10-1001
Award Number: U62/PS923749-06 Revised
Approval List Number: CC 115-R10

ADDITIONAL TERMS AND CONDITIONS OF AWARD

NOTE 1: The purpose of this amendment (1) is to approve your response to the technical reviewer?s comments submitted as required in the Notice of Cooperative Agreement. We have reviewed the material submitted on February 1, 2010 in response to the weakness of your proposal as identified in the Technical reviewer?s comments and find it to be acceptable. Therefore, the Technical Review Response Requirement noted in your award has been satisfied.

NOTE 2: All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

STAFF CONTACTS
Grants Management Specialist: Louvern Asante
Centers for Disease Control and Prevention (CDC)
Procurement and Grants Office
Koger Center, Colgate
2920 Brandywine Road, Mailstop E15
Atlanta, GA 30341
Email: lha5@cdc.gov **Phone:** (770) 488-2835 **Fax:** 770-488-2868

Grants Management Officer: Roslyn Curington
Centers for Disease Control and Prevention
OD/OCOO/PGO/AABI
Koger Center, Colgate Builder
2920 Brandywine Road, Mailstop E15
Atlanta, GA 30341
Email: rcurington@cdc.gov **Phone:** (770) 488-2832 **Fax:** 770-488-2868

SPREADSHEET SUMMARY
GRANT NUMBER: 2U62PS923479-06 REVISED

INSTITUTION: LOS ANGELES COUNTY PUBLIC HEALTH DEPT

Budget	*Year 6*	*Year 7*
Salaries and Wages	$597,334	
Fringe Benefits	$307,072	
Personnel Costs (Subtotal)	$904,406	
Supplies	$87,015	

Travel Costs	$12,262	
Other Costs	$121,194	$12,166,057
Consortium/Contractual Cost	$1,916,639	
TOTAL FEDERAL DC	$3,041,516	$12,166,057
TOTAL FEDERAL F&A	$108,527	$434,115
TOTAL COST	$3,150,043	$12,600,172

Notice of Award

COOPERATIVE AGREEMENTS **Issue Date:** 03/29/2010
Department of Health and Human Services
Centers for Disease Control and Prevention
NATIONAL CENTER FOR HIV, VIRAL HEPATITIS, STDS AND TB PREVENTION

Grant Number: 2U62PS923479-06 REVISED

Principal Investigator(s):
MARIO PEREZ

Project Title: PS10-1001, HIV PREVENTION PROJECTS

FINANCIAL OFFICER
LA DEPT OF HEALTH
600 S. COMMONWEALTH AVENUE, 6TH
LOS ANGELES, CA 90005

Award e-mailed to: tduenas@ph.lacounty.gov

Budget Period: 01/01/2010 – 12/31/2010
Project Period: 01/01/2004 – 12/31/2011

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award to reflect an increase in the amount of $9,450,129 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LOS ANGELES DEPARTMENT OF PUBLIC HEALTH in support of the above referenced project. This award is pursuant to the authority of 307,317K2 PHSA,42USC241,247BK2,PL108 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Roslyn Curington

Roslyn Curington
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 2U62PS923479-06 REVISED

Award Calculation (U.S. Dollars)	
Salaries and Wages	$2,389,335
Fringe Benefits	$1,228,289
Personnel Costs (Subtotal)	$3,617,624
Supplies	$348,058
Travel Costs	$49,046
Other Costs	$484,775
Consortium/Contractual Cost	$7,666,554
Federal Direct Costs	$12,166,057
Federal F&A Costs	$434,115
Approved Budget	$12,600,172
Federal Share	$12,600,172
TOTAL FEDERAL AWARD AMOUNT	$12,600,172
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$9,450,129

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

07 $12,600,172

Fiscal Information:

CFDA Number:	93.940
EIN:	1956000927A1
Document Number:	UPS923479A

IC	*CAN*	*2010*	*2011*
PS	9213704	$12,600,172	$12,600,172

SUMMARY TOTALS FOR ALL YEARS		
YR	**THIS AWARD**	**CUMULATIVE TOTALS**
6	$12,600,172	$12,600,172
7	$12,600,172	$12,600,172

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:
PCC: N / OC: 4151

SECTION II – PAYMENT/HOTLINE INFORMATION – 2U62PS923479-06 REVISED

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 2U62PS923479-06 REVISED

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – PS Special Terms and Conditions – 2U62PS923479-06 REVISED

Funding Opportunity Announcement (FOA): PS10-1001
Award Number, 2 U62 PS923479 -06
Approval List Number. C0-047-R10

ADDITIONAL TERMS AND CONDITIONS OF THIS AWARD

NOTE 1: PURPOSE: The purpose of this Amendment is to award the remaining 75% amount of the funding for FY2010. The total approved 100% funding for this budget period (January 1, 2010, through December 31, 2010) is in Federal Financial Assistance:

HIV Prevention 100% funding: $12,600,172.00
Perinatal 100% funding (if applicable): $ .00.
Total 100% funding award amount: $12,600,172.00
25% funding: $3,150,043.00
75% funding: $9,450,129.00

NOTE 2: RESPONSE TO SUMMARY STATEMENT: This award approves the response to the summary statement dated December 04, 2009 as required.

NOTE 3: ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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Funding Opportunity Announcement (FOA): PS10-1001
Award Number: U62/PS923749-06 Revised
Approval List Number: CC 115-R10

ADDITIONAL TERMS AND CONDITIONS OF AWARD

NOTE 1: The purpose of this amendment (1) is to approve your response to the technical reviewer?s comments submitted as required in the Notice of Cooperative Agreement. We have reviewed the material submitted on February 1, 2010 in response to the weakness of your proposal as identified in the Technical reviewer?s comments and find it to be acceptable. Therefore, the Technical Review Response Requirement noted in your award has been satisfied.

NOTE 2: All the other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

STAFF CONTACTS
Grants Management Specialist: Louvern Asante
Centers for Disease Control and Prevention (CDC)
Procurement and Grants Office
Koger Center, Colgate

2920 Brandywine Road, Mailstop E15
Atlanta, GA 30341
Email: lha5@cdc.gov **Phone:** (770) 488-2835 **Fax:** 770-488-2868

Grants Management Officer: Roslyn Curington
Centers for Disease Control and Prevention
OD/OCOO/PGO/AABI
Koger Center, Colgate Builder
2920 Brandywine Road, Mailstop E15
Atlanta, GA 30341
Email: rcurington@cdc.gov **Phone:** (770) 488-2832 **Fax:** 770-488-2868

SPREADSHEET SUMMARY
GRANT NUMBER: 2U62PS923479-06 REVISED

INSTITUTION: LOS ANGELES COUNTY PUBLIC HEALTH DEPT

Budget	*Year 6*	*Year 7*
Salaries and Wages	$2,389,335	
Fringe Benefits	$1,228,289	
Personnel Costs (Subtotal)	$3,617,624	
Supplies	$348,058	
Travel Costs	$49,046	
Other Costs	$484,775	$12,166,057
Consortium/Contractual Cost	$7,666,554	
TOTAL FEDERAL DC	$12,166,057	$12,166,057
TOTAL FEDERAL F&A	$434,115	$434,115
TOTAL COST	$12,600,172	$12,600,172

From: Maxanne Hatch
To: Martinez, Irene
Date: 5/5/2010 3:51 PM
Subject: DA memo

Here is the correct address:

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 * FAX (213) 975-1273

thanks!
Max

HIV/AIDS Services
Home-Based, Case Management
Early Intervention Program

	Agency and Agreement Number	June 2009 Package Baseline	September 15, 2009 Revisions Final Allocation	Variance	June 2010-2011 Proposed Allocation	June 2011-2012 Proposed Allocation	Service Planning Area	Supervisorial District	Performance as of February 28, 2010 Comments
	CASE MANAGEMENT, HOME-BASED - STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OFFICE OF AIDS SINGLE ALLOCATION MODEL CARE FUNDS Term: 7/1/10 - 6/30/11								
1	AIDS Project Los Angeles H-204620	$ 446,396	$ 696,396	$ 250,000	$ 696,396	N/A	4	3	Meeting goals. **To be rebid in 2010**
2	AIDS Service Center, Inc. H-208501	$ 553,743	$ 728,743	$ 175,000	$ 728,743	N/A	3	5	Meeting goals. **To be rebid in 2010**
3	AltaMed Health Services Corporation H-205189	$ 177,457	$ 287,457	$ 110,000	$ 287,457	N/A	7	1	Meeting goals. **To be rebid in 2010**
4	Minority AIDS Project H-208517	$ 150,528	$ 180,528	$ 30,000	$ 180,528	N/A	6	2	Meeting goals. **To be rebid in 2010**
5	St. Mary Medical Center H-208518	$ 485,153	$ 770,153	$ 285,000	$ 770,153	N/A	8	4	Meeting goals. **To be rebid in 2010**
6	Tarzana Treatment Center H-204608	$ 292,090	$ 442,090	$ 150,000	$ 442,090	N/A	2	3	Meeting goals. **To be rebid in 2010**
	Total	$ 2,105,367	$ 3,105,367	$ 1,000,000	$ 3,105,367	N/A			
	EARLY INTERVENTION PROGRAM - STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OFFICE OF AIDS SINGLE ALLOCATION MODEL CARE FUNDS Term 1: 07/01/10 - 06/30/11, Term 2: 07/01/11 - 06/30/12								
7	Charles R. Drew University of Medicine & Science H-208499	$ 389,100	$ 201,441 see *note	$ (189,669)	$ 200,000	$ 200,000	6	2	Meeting Goals
	Total	**$ 389,100**	**$ 201,441**	**$ (189,669)**	**$ 200,000**	**$ 200,000**			

Service Modality	June 2009 - 10 Package Baseline	September 15, 2009 Revisions	June 2009-2010 Final Allocation	June 2010-2011 Proposed Allocation	June 2011-2012 Proposed Allocation	TOTAL 2-YEAR ALLOCATION
****Early Intervention Program Services**	**$ 389,100**	**$ (189,669)**	**$ 201,441**	**$ 200,000**	**$ 200,000**	**$ 400,000**
Case Management, Home-Based Services	**$ 2,105,367**	**$ 1,000,000**	**$ 3,105,367**	**$ 3,105,367**	**N/A**	**$ 3,105,367**
TOTAL	**$ 2,494,467**	**$ 810,331**	**$ 3,306,808**	**$ 3,305,367**	**$ 200,000**	**$ 3,505,367**

*__Note:__ All $389,000 in State funds were cut from Drew EIP. OAPP was able to backfill with $200,000 in SAM Care funds. $1,441 were allocated in theraputic monitoring (viral load testing) program funds.

**__Note:__ Prototypes Women's EIP Contract No. H-208422 was terminated at the request of the agency when they learned of the reduction to their contract allocation. A transition plan was developed, and clients were transitioned to other medical providers in the area. Their former contract allocation was $675,000 per year. All $675,000 State funds were cut and OAPP was only able to backfill with $200,000 in SAM Care funds. Prototypes felt this was insufficient to carry on operations.

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding $100,000

Department: Public Health – Office of AIDS Programs and Policy

Grant Project Title and Description:
HIV Prevention Projects

(Program funding for January 1, 2010 through December 31, 2010)

Funding Agency:	Program (Fed. Grant #/State Bill or Code #):	Grant Acceptance Deadline:
Centers for Disease Control and Prevention (CDC)	Grant No: 2U62PS923479-06 Revised	None

Total Amount of Grant Funding: $12,600,172 County Match Requirements: None

Grant Period: CY 2010 Begin Date: 01/01/10 End Date: 12/31/10

Number of Personnel Hired Under this Grant: Full Time 0- Part Time 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary (N) items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services. Yes ☐ No ☒

b). Identify other revenue sources. Yes ☐ No ☒

(Describe) Identify and apply for other funding.

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant. Yes ☒ No ☐

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature _____ Date 4-29-10